CITY OF MINNEAPOLIS

and

MINNEAPOLIS FOREMEN'S ASSOCIATION

LABOR AGREEMENT

FOREMEN UNIT

For the Period:

January 1, 2011 through December 31, 2012

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LABOR AGREEMENT

Between

CITY OF MINNEAPOLIS

and

MINNEAPOLIS FOREMENS ASSOCIATION

THIS AGREEMENT, hereinafter referred to as the ***Labor Agreement*** or the ***Agreement***, is made and has been entered into effective the 1st day of January, 2011 by and between the City of Minneapolis, the ***Employer***, and Minneapolis Foremen's Association, the ***Association***. The Employer and the Association, the ***Parties***, agree to be bound by the following terms and provisions:

ARTICLE 1
RECOGNITION AND ASSOCIATION SECURITY

Section 1.01 - Recognition and Amendments to Unit

Subd. 1. Recognition

The Employer recognizes the Association as the sole and exclusive certified collective bargaining representative of all employees whose job classifications and rates of pay are set forth in Appendix "A" of this Agreement, except those who are confidential employees within the meaning of the *Minnesota Public Employment Labor Relations Act*, as amended, those who are otherwise excluded by the Act, and all other employees.

Subd. 2. Amendment to Certified Unit

Disputes which arise between the Employer and the Association over the inclusion or exclusion of any job classifications may be referred by either Party to the Commissioner, Bureau of Mediation Services, State of Minnesota, for determination in accordance with applicable statutory provisions. Determination by the Commissioner shall be subject to such review and determination as is provided by statute and such rules and regulations as are promulgated there under. In the event the Employer has established a new job classification which is added to the bargaining unit by agreement between the Parties or by determination of the Commissioner,

Bureau of Mediation Services, State of Minnesota, the Parties agree to negotiate with one another concerning wages and such other terms and conditions of employment as may be applicable to the position and which are not covered by this Agreement. However, it is agreed that all other terms and provisions of the Agreement shall apply to the new job classification.

Section 1.02 - Association Dues and Fair Share Fees Check-Off

Subd. 1. Association Dues Payroll Deductions

In recognition of the Association as the exclusive representative, the Employer shall deduct an amount sufficient to provide the payment of the regular monthly Association membership dues uniformly established by the Association from the wages of all employees who have authorized, in writing, such deduction on a form designated and furnished by the Association. The Association shall certify to the Employer, in writing, the current amount of regular monthly membership dues which it has uniformly established for all members. Such deductions shall be cancelled by the Employer upon a written request made by the involved employee to the Association with a copy to the appropriate departmental payroll office.

Subd. 2. Fair Share Fees Payroll Deductions

In accordance with *Minnesota Statutes* §179A.06, Subd. 3, the Employer shall, upon notification by the Association, deduct a *fair share fee* from all certified employees who are not members of the Association. This fee shall be an amount equal to the regular membership dues of the Association, less the cost of benefits financed through the dues and available only to members of the Association, but in no event shall the fee exceed eighty-five percent (85%) of the Association's regular membership dues or such amount as may otherwise be allowable by law. The Association shall certify to the Employer, in writing, the current amount of the fair share fee to be deducted as well as the names of bargaining unit employees required by the Association to pay the fee.

Subd. 3. Time of Deductions

The Employer shall deduct Association dues and fair share fees each payroll period. In the event an employee covered by the provisions of this section has insufficient pay due to cover the required deduction, the Employer shall have no further obligations to effect subsequent deductions for the involved payroll period.

Subd. 4. Remittance

The Employer shall remit such Association dues and fair share fees deductions made pursuant to the provisions of this section to the appropriate designated officer of the Association by the fifteenth (15^{th}) of the month following the month of the deduction along with a list of the names of the employees from whose wage deductions were made and not made.

Subd. 5. General Administration

The following shall be applicable to the administration of the provisions of this section:

a. All certifications from the Association as to the amounts of deductions to be made as well as notifications by the Association and/or bargaining unit employees as to changes in deductions must be received by the Employer at least fourteen (14) calendar days in advance of the date upon which the deduction is scheduled to be made in order for any change to be effected.

b. The Employer shall, upon the request of the Association, but no more frequently than once each calendar quarter, provide the Association with a report showing the names of those employees in the bargaining unit along with their classifications and department locations, mailing addresses of record, Association code, current rates of pay, classification/City seniority, grades and OTC codes.

c. When an employee on the dues deduction transfers from one work location within the bargaining unit to another, the deduction of dues shall not be terminated except as directed by the involved employee.

d. No other employee organization shall be granted payroll deduction of dues for employees covered by the Agreement without the express written permission of the Association.

Subd. 6. Hold Harmless

The Association agrees to indemnify, defend and hold the Employer, its officers, agents and employees harmless against any and all claims, suits, orders or judgments brought or issued against the Employer, its officers, agents and employees as a result of any action taken or not taken in compliance with the specific provisions of this section or which are taken or not taken at the request of the Association.

Section 1.03 - Exclusive Representation

The Employer shall not enter into any agreements with the employees covered by this Agreement either individually or collectively or with any other employee organization which in any way conflicts with the terms and provisions of this Agreement. Further, the Employer shall meet and negotiate, pursue the resolution of grievances and conduct arbitration proceedings only with the properly designated representative(s) of the Association.

Section 1.04 - Association Stewards and Officers

The Association may designate certain bargaining unit employees to act as stewards and shall certify to the Employer, in writing, their names, along with the names of business representatives and/or officers of the Association who shall be authorized by the Association to investigate and

present grievances. The Employer agrees to recognize such representatives, subject to the following:

Subd. 1. Number of Stewards

The Association may designate one (1), but no more than one (1), steward on each shift for each of the Employer's principal work areas from among those employees who work therein.

Subd. 2. Activities of Stewards

Designated and certified stewards shall be granted reasonable time off, with pay, in order to investigate and/or present grievances to the Employer during their normal working hours. Such stewards, however, shall not leave their work stations without first obtaining the permission of their immediate supervisor and shall notify their immediate supervisor upon returning to work. The permission of the supervisor shall not be denied without good cause. When the Parties agree that it is mutually beneficial to have an officer of the Association participate in such presentation and/or investigation, such officer shall also be authorized time off with pay for this purpose. Stewards and other representatives of the Association shall not interfere in any way with the Employer's operation or with the performance of work by its employees. Nothing in this paragraph, however, shall be construed to limit the proper presentation of grievances provided for by this subdivision.

Subd. 3. Time Off

The Employer must afford reasonable time off to elected officers or appointed representatives of the Association to conduct the duties of the Association.

Section 1.05 - Visitation

With notice to an available supervisor at a worksite, non-employee representatives of the Association who have been certified to the Employer may come on the worksite for the purpose of investigating and presenting grievances. The Association agrees there shall be no solicitation for membership, signing up of members, collection of initiation fees, dues, fines or assessments, meetings or other Association activities on the Employer's time by such non-employee representatives, the Association's stewards or any officers of the Association.

Section 1.06 - Bulletin Boards

The Employer shall provide for the Association's use, reasonable space on designated bulletin boards for the purpose of posting official Association notices. Each posted notice shall bear the signature of the Association representative who has posted the notice and the date of the posting. Such person shall be required to remove the notice once it has served its purpose. The Association shall not post material of a political nature. Nothing herein shall limit Association

access to electronic mail provided by the City, provided there is full compliance with the City E-mail Policy.

Section 1.07 - Association Membership

Employees have the right to join or to refrain from joining the Association. Neither the Employer nor the Association nor any of their respective agents or representatives shall discriminate against or interfere with the rights of employees to become or not become members of the Association, and further there shall be no discrimination or coercion against any employee because of Association membership or non-membership. The Association shall, in its responsibility as exclusive representative of the employees, represent all bargaining unit employees without discrimination, interference, restraint, or coercion.

ARTICLE 2
MANAGEMENT RIGHTS

The Association recognizes the right of the Employer to operate and manage its affairs in all respects in accordance with applicable laws and regulations of appropriate authorities. All rights and authority which the Employer has not officially abridged, delegated or modified by the express terms and provisions of this Agreement are retained by the Employer.

ARTICLE 3
SETTLEMENT OF DISPUTES

Section 3.01 – Scope

This article shall apply to all members of the bargaining unit whether full share of fair share.

Section 3.02 - Letter of Inquiry

Any employee may file a "letter of inquiry" which requests information on the application of any of the terms and conditions of employment contained in this agreement. Such "letter of inquiry" is available from the Association. The Association shall process the letter of inquiry. Where the Association believes it necessary, he/she may request in writing from the Director, Employee Services information to enable a response to the inquiry. The information requested shall be provided by the Director, Employee Services within ten (10) days of receipt of the request. The Association will respond to the member.

Section 3.03 - Informal Problem Resolution

From time to time, alleged violations relating to the application or implementation of this agreement may arise. Many of these alleged violations can be resolved informally.

Additionally, there may be concerns related to improper, unfair, arbitrary or discriminatory treatment, which are not technically violations of this Agreement. These concerns are referred to as "complaints."

Any employee in the bargaining unit, with or without Association representation may informally discuss an alleged violation or a complaint on behalf of him/herself or of other members with the appropriate supervisor of with the department or division manager/director. If an employee expressly requests a discussion with an immediate supervisor, or department/division manager/director, the discussion shall be scheduled within three (3) days after requesting the meeting in writing.

An alleged violation that cannot be resolved informally is called a grievance.

Section 3.04 – Grievance Procedure and Timelines

A grievance is any matter concerning the interpretation, application, or alleged violation of any currently effective agreement between the City and the bargaining unit or an allegation of the inappropriate disciplining of an employee. For the purpose of this Article the word "day" shall mean calendar day. Grievances shall be resolved in the following manner:

Subd. 1. Commencement of Grievance

A grievance must be commenced by the Association no later than twenty-one (21) days from the discovery of the grievable event(s) or from when the event(s) reasonably should have been discovered by the employee or twenty-one (21) days from the receipt of the City's response to a Letter of Inquiry. Grievances filed concerning suspensions, demotions and/or discharges may be initiated at Step 2 of the procedure. Labor Relations and the Association, by mutual agreement, may waive these Step requirements such that a grievance may be filed at the level at which the grievance may be resolved. Labor Relations shall notify the Department Head of any waivers. The intent of this exception is to resolve the grievance at the lowest level possible.

Subd. 2. Step One (Immediate Supervisor)

The Association shall inform the immediate supervisor of the grievance in writing on the standard grievance form.

If the Association expressly requests a discussion with the immediate supervisor concerning the written grievance, such discussion shall take place within three (3) days after filing the grievance, unless the time is mutually extended. The discussion with the immediate supervisor shall be held with the employee accompanied by an Association representative.

It is the responsibility of the supervisor to review all facts and data associated with the grievance. The investigation will be comprehensive and objective. Within ten (10) days after the grievance is filed or the discussion meeting concludes, whichever is later, the immediate

supervisor shall state his/her decision in writing, together with the supporting reasons, and shall furnish one (1) copy to the Director of Employee Services. Each step one decision shall be clearly identified as a "step one decision."

Subd. 3. Step Two (Department)

If the step one decision is not satisfactory, a written appeal may be filed by the Association with the department head within ten (10) days of the date of the step one decision. A copy of the appeal shall be sent to the Director of Employee Services.

Upon request of either party, all persons who participated at step one, or all necessary persons shall have a reasonable opportunity to be heard at step two. If a meeting is requested by the Association, the department head shall schedule a meeting. Notification of at least three (3) days shall be given to the Association.

It is the responsibility of the department head or his/her designee to review all facts and data associated with the grievance. The investigation will be comprehensive and objective. Within twenty (20) days after the meeting or the receipt of the appeal, whichever is later, the department head shall present a written decision to the Association. The step two decision shall clearly identify that answer as a "step two decision."

Subd. 4. Step Three (Director of Human Resources or his/her Designee)

If the step two decision is not satisfactory, a written appeal may be filed by the Association to the Director of Human Resources, or his/her designee, within ten (10) days of the date of the step two decision. Upon request of the Association, a meeting shall be held between the Director of Human Resources, or his/her designee, and a representative of the Association. The meeting shall be scheduled by the Director of Human Resources, or his/her designee, and held within twenty (20) days after receipt of the written appeal.

The Director of Human Resources, or his/her designee, shall have the full authority of the Mayor and the City Council to resolve the grievance.

It is the responsibility of the Director of Human Resources or his/her designee, to review all facts and data associated with the grievance. The investigation will be comprehensive and objective. Within twenty (20) days after the step three meeting or receipt of the step three appeal, whichever is later, the Director of Human Resources or his/her designee shall send a written response to the Association. The step three decision shall clearly identify that answer as a "step three decision."

Subd. 5. Step Four (Regular Arbitration)

If the Parties have not resolved the grievance within forty-five (45) calendar days after the date of the Step 3 decision, the Association may initiate the arbitration process as provided for in the following provisions of this article. The association shall notify the Human Resources

Director or his/her designee of its intent to arbitrate the grievance. Once the Association has decided to arbitrate the matter, the Parties will identify the arbitrator pursuant to this provision, and schedule a hearing date within one hundred twenty (120) calendar days.

If the matter is to be arbitrated, a single arbitrator shall be selected from the panel of mutually agreed upon arbitrators. The arbitrator shall be selected on an alphabetical, rotational basis, with each Party having the right to exercise one strike. If the arbitrator is stricken, s/he will retain his/her position in the order.

One representative of the Association, the Grievant and all necessary employee witnesses shall receive their regular salary and wages for the time spent in the arbitration proceeding, if during regular work hours.

The arbitrator shall render a written decision and the reasons, therefore resolving the grievance, and order any appropriate relief within thirty (30) days following the close of the hearing or the submission of briefs by the Parties. The decision and award of the arbitrator shall be final and binding upon the City, the Association and the employee (s) affected.

The arbitrator shall have no authority to amend, modify, nullify, ignore, add to, or subtract from the provisions of this agreement.

The arbitrator is also prohibited from making any decision that is contrary to law or to public policy.

All fees of the Arbitrator, if any, shall be equally split between the City and the Association.

Subd. 6. Alternative Dispute Resolution (Joint Labor Management Decision)

In lieu of Arbitration or Mediation the Parties may convene a joint labor management committee to resolve any grievance that is eligible for arbitration. The committee shall consist of three (3) persons appointed by the Association and three (3) persons appointed by the Director, Employee Services who are not associated with the decision or interpretation in question, except once member appointed by the Director, Employee Services shall be the department head or his/her designee. Not more than one (1) Association appointee shall form the department of origin. Meetings shall be scheduled within three (3) days of the request for the joint labor management committee. The Director, Employee Services will chair the Committee and will intervene only to break the inability of the Committee to make a jointly supported decision or resolution.

There shall be no withholding or distortion of evidence or information within the knowledge of either party. The parties shall have up to thirty (30) minutes to present their arguments. There shall be no witnesses. The Committee shall deliberate as long as necessary and have the same authority and limitations as an arbitrator. The decision of the convened Labor Management Committee shall be final and binding upon both parties and shall not be subject to

further grievance or arbitration procedures. However, the decision shall not be used as evidence of precedence in any future Grievance or Arbitration process.

Subd. 7. Mediation (Optional)

The City and the Association, by mutual agreement, may utilize the grievance mediation process in an attempt to resolve a grievance before going to arbitration.

The objective of mediation is to find a mutually satisfactory resolution to the dispute. The Parties shall mutually choose a mediator or have a mediator assigned by the Bureau of Mediation Services.

One representative of the Association, and all necessary employee witnesses shall receive their regular salaries or wages for the time spent in the grievance mediation proceeding, if during regular working hours.

A. Arbitration time frames shall be tolled during the mediation procedure; however, there shall be no additional extensions without written mutual agreement.

B. Grievances that have been appealed to arbitration may be referred to mediation if both the Association and the City agree in writing.

C. Mediation conferences shall be scheduled in the order in which the grievance is appealed to mediation with the exception of suspension or discharge grievances, which shall have priority.

D. Promptly after both Parties have agreed to mediate, the Parties shall notify the Bureau of Mediation Services. The Bureau of Mediation Services shall arrange for the conference.

E. The mediation proceedings shall be informal in nature, and the goal will be to mediate up to three (3) grievances per day. Each party shall have one (1) principal spokesperson who will have the authority to agree upon a remedy of the grievance at the mediation conference.

F. One (1) Grievant will have the right to be present for each grievance.

G. The issue mediated will be the same as the issue the Parties have failed to resolve through the grievance process. The rules of evidence will not apply, and no transcript of the mediation conference shall be made.

H. The mediator may meet separately with the Parties during the mediation conference. The mediator will not have the authority to compel the resolution of a grievance.

I. The mediator may, upon the request of the Parties, assist in the writing of

the Settlement Agreement.

J. Written material presented to the mediator or to the other party shall be returned to the party presenting the material at the termination of the mediation conference, except that the mediator may retain on (1) copy of the written grievance to be used solely for the purposes of statistical analysis.

K. If no settlement is reached during the mediation conference, the mediator shall provide the Parties with an immediate oral advisory opinion. The opinion will involve the interpretation or application of the collective bargaining agreement and the reasons for his/her opinion. The Parties may agree that no opinion shall be provided.

L. If a settlement is reached, the settlement shall be memorialized by the Parties.

M. The advisory opinion of the mediator, if accepted by the Parties, shall not constitute a precedent, unless the Parties otherwise agree.

N. If no settlement is reached as a result of the mediation conference, the grievance may be scheduled for arbitration in accordance with Subd. 5. Step four (regular arbitration).

O. In the event a grievance that has been mediated is subsequently arbitrated, no person who served as the mediator may serve as the arbitrator. In the arbitration hearing, no reference to the mediator's advice or ruling may be entered as testimony nor may either party advise the arbitrator of the mediator's advice or ruling or refer at arbitration to any admissions or offers of the settlement made by the other party at mediation.

P. By agreeing to schedule a mediation conference, the City does not acknowledge that the case is properly subject to arbitration and reserves the right to raise this issue notwithstanding its agreement to schedule such a conference.

Q. The fees and expenses of the mediator and mediation office, if any, shall be shared equally by the Parties.

Subd. 8. Expedited Arbitration

The Association or the City may demand expedited arbitration for any non-termination or non-class action issue that is deemed necessary because the time frame for effective resolution is so short that the normal arbitration procedure would be untimely. Upon such declaration, the Association and the City will make immediate (within twenty-four (24) hours) arrangements with the Bureau of Mediation Services for the expedited arbitration procedure and such procedure shall begin as soon as the bureau can initiate a hearing. It shall be the specific request

of both the Association and the City to have a decision within fourteen (14) days of the hearing, and that no briefs will be filed.

Termination or class action grievances may be expedited by mutual agreement between the City and Association

A non-class action issue shall be defined as an issue that impacts three (3) or fewer bargaining unit members.

All fees, including the cost of transcripts, shall be equally split between the City and the Association.

Subd. 9. Time Limits/Commencement of Grievances

Time limits, specified in this procedure may be extended by written mutual agreement of the Parties. The failure of the City to comply with any time limit herein means that the Association may automatically process the grievance to the next step of the grievance procedure. Failure of the Association or its employees to comply with any time limit herein renders the alleged violation untimely and no longer subject to the grievance procedure.

Section 3.05 – Election of Remedy

Employees covered by Civil Service systems created under Chapter 43a, 44, 375, 387, 419, or 420, by a Home Rule Charter under Chapter 410, or by laws 1941, Chapter 423, may pursue a grievance through the procedure established under this section. When a grievance is also within the jurisdiction of appeals boards or appeals procedures created by Chapter 43a, 44, 375, 387, 419, or 420, by a Home Rule Charter under 410, or by laws 1941, Chapter 423, the employee may proceed through the grievance procedure or the Civil Service appeals procedure, but once a written grievance or appeal has been properly filed or submitted by the employee or on the employee's behalf with the employee's consent, the employee may not proceed in the alternative manner.

Nothing in this contract shall prevent an employee from pursuing both a grievance under this contract, other individual claims, including, but not limited to, a charge of discrimination brought under Title VII, the Americans With Disabilities Act, the Age Discrimination in Employment Act, or the Equal Pay Act.

ARTICLE 4
EMPLOYEE DISCIPLINE AND DISCHARGE

Section 4.01 - Just Cause

Disciplinary action may be imposed upon an employee who has satisfactorily completed the initial probationary period only for just cause. Discipline shall be imposed in a timely manner.

Section 4.02 - Progressive Discipline

Disciplinary action shall normally include the following measures and, depending upon the seriousness of the offense and other relevant factors, shall normally be administered progressively in the following order:

Subd. 1. Reprimands, either oral or written;

Subd. 2. Suspension from duty without pay;

Subd. 3. Demotion in position and/or pay or discharge from employment.

However, nothing in this provision shall preclude the Parties from agreeing to other forms of intervention when deemed appropriate. Such actions shall be documented by Letter of Agreement between the Parties. If the Employer has reason to reprimand an employee, it shall not normally be done in the presence of other employees or the public.

Section 4.03 - Discharge Due Process

No *regular employee* (i.e., an employee who has satisfactorily completed the initial probationary period) shall be discharged without having been afforded an opportunity to hear the reason(s) for the discharge and without an opportunity to offer an explanation of the relevant facts and circumstances surrounding the events which preceded the discharge and/or any extenuating or mitigating circumstances which the employee believes is relevant to the discharge decision. Whenever possible and practical, such opportunities shall be provided in a conference with the Employer which shall be conducted after advance notice to the employee and his/her Association representative who shall be permitted to attend the conference. If a conference is to be conducted, the involved employee(s) shall remain in pay status until the conference has been completed.

Section 4.04 - Appeals

Disciplinary actions within the meaning of this article, excluding oral reprimands, imposed upon an employee who has completed the initial probationary period, may be appealed through the grievance procedure outlined elsewhere in this Agreement. Grievances filed concerning suspensions, demotions and/or discharges may be initiated at Step 2 of such procedure. Such matters shall be handled in accordance with the provisions of the grievance procedure; and, if necessary, through the arbitration procedure.

Section 4.05 - Disciplinary Action Records

A written record of all disciplinary actions within the meaning of this article, excluding oral reprimands, shall be provided to the involved employee(s) and may be entered into the employee's personnel record. Investigations into conduct which do not result in disciplinary action, however, shall not be entered into the employee's personnel record. When a disciplinary

action more severe than a written reprimand is imposed, the Employer shall notify the employee in writing of the specific reason(s) for such action at the time such action is taken and provide the Association with an informational copy. In addition, an employee may request that a written reprimand be removed from their personnel file and destroyed once during the term of their employment with the Employer provided that three (3) years have passed from the date that the written reprimand was issued and there has been no subsequent discipline. Upon such request, the matter shall be removed to a "disputed information" file kept by the Human Resources department for destruction processing. The right to have a written reprimand removed and destroyed will not exist where the underlying infraction that caused the discipline was the violation of another individual's civil rights, e.g., sexual harassment, race discrimination, gender discrimination. Such matters will remain as an active file in the employee's personnel file. Written reprimands shall not be relied upon to form the basis for further disciplinary action after two (2) years following the date of the written reprimand.

Section 4.06 - Disciplined Employee's Response

Any employee who is disciplined by written reprimand, suspension, demotion or discharge (and/or such employee's Association representative) shall be entitled to have a written response, if any, included in their personnel record, if filed with the Employer within twenty (20) calendar days of the issuance thereof.

Section 4.07 – Right to Association Representation

All employees shall have the right to request an Association representative at any conference concerning a grievance, investigation or a complaint involving the performance or employment status of the employee. It shall be the Employer's policy to inform its managers and supervisors (a) that employees have a right to have an Association representative present, if they are formally questioned during an investigation into conduct which may lead to disciplinary action, (b) that employees should not be denied such right, and (c) that employees should be advised of such right before questioning. Such Association representative shall not be entitled to participate in such investigation except to advise and counsel the involved employee.

Section 4.08 – Investigation Closure

In instances when it is necessary for the City to investigate the conduct of a member of the Association, the *investigation coordinator* will inform the member *in writing* and the Association of when the investigation should reasonably conclude. Should it become necessary for the investigation to continue beyond the expected ending date communicated to the member, the investigation coordinator will inform the member and the Association of the changed circumstances and the revised completion date in writing. Upon the completion of the investigation, the employee and the Association will be informed, in writing, of the results.

Employees who have a schedule change as a result of an investigation in which they are not a party shall not have their compensation changed for the duration of the investigation, and will be returned to their previous schedule, unless the Parties agree otherwise.

Upon the completion of the investigation, including any disciplinary phase, the Employer shall review and determine the appropriateness of awarding lost compensation to any subject of an investigation who is vindicated of an allegation. The Employer reserves the right to include forfeiture of compensation as a part of the discipline for any subject of an investigation who is found to be guilty of demonstrating the alleged act(s).

ARTICLE 5
SENIORITY

Section 5.01 - Seniority Defined

When used in this Agreement, the terms *City seniority* and *classification seniority* shall have the meanings given them below:

Subd. 1. City Seniority Defined

City seniority is defined as the length of uninterrupted employment with the Employer and based on the date of the employee's first day of employment as a City employee.

Subd. 2. Classification Seniority Defined

Classification seniority begins on the date the employee began working in that classification (job title) on a permanent basis, and includes time served in the classification as a detail immediately preceding (no break in service) the hire on a permanent basis. An employee's classification seniority shall continue to accrue for a permanent position if the employee promotes, transfers, and/or is laid off and recalled, and then returns to the permanent position in question.

Subd. 3. Divisional Seniority

Divisional Seniority shall be defined as the amount of continuous service time in a job title within an employee's currently assigned major subdivision of a City Department. For operational purposes, i.e., circumstances when seniority is used as a means for determining the operational hierarchy (selection of shifts, schedules, vacations, etc.), an employee shall not receive credit for previous service unless recalled, returned due to the failure to complete probation, or has a reassignment/lateral transfer that is not of the employee's choosing. Divisional Seniority shall only be used to assist in the assignment process identified in Article 9, Section 9.02.

Subd. 4. Seniority Interruptions

City and classification seniority shall not be lost and shall continue to accumulate without limitation during all workers' compensation absences, budgetary leave, furlough, FMLA, military service, appointed/elected or Association leave, or an unpaid leave of six months or less.

Subd. 5. Ties in Seniority

Ties in classification seniority shall be broken by City seniority. Ties in City seniority shall be broken randomly.

Section 5.02 - System Seniority Credit

Upon hiring an applicant who was previously employed by the Minneapolis Library Board, the Minneapolis Board of Education and/or the Minneapolis Park and Recreation Board, the Employer shall grant City and classification seniority credit for all purposes provided such applicant's employment is continuous between such Boards and the Employer and to the extent that such Boards afford reciprocal recognition of seniority credit to the employees covered by this Agreement.

Section 5.03 - Loss of Seniority

An employee's seniority shall only be lost and his/her employment shall be terminated upon the occurrence of any of the following:

Subd. 1. He/she quits or retires from employment with the Employer and does not rescind such action within five (5) calendar days; Civil Service Rule 13 regarding position resignation is superseded by this provision.

Subd. 2. He/she is discharged and the discharge is not reversed;

Subd. 3. He/she has been laid off and not actively working for the Employer for a period of three (3) years.

ARTICLE 6
FILLING VACANT POSITIONS

Section 6.01 - General Provisions

The following provisions respecting the filling of vacant bargaining unit positions shall be applicable in addition to other Employer-promulgated procedures to the extent that such procedures do not conflict with the provisions herein. The provisions herein shall become effective on the date notice concerning the final approval of this Agreement is published in *Finance and Commerce* and shall be applicable to all Job Postings conducted for the purpose of filling vacant bargaining unit positions. The provisions of the previous Agreement between the Parties shall be applicable to the administration of all Job Postings conducted and to all lists of eligibles in effect prior to such date.

Section 6.02 – Job Postings and Applications

Subd. 1. Job Postings

Job Postings shall not be finalized by the Employer until the Association has had an opportunity to review the proposed Job Posting and provide the Association's input into the Job Posting development process. A copy of the Job Posting in its final form shall be furnished to the Association at least seven (7) calendar days prior to its approval.

Subd. 2. Stated Qualifications

The minimum qualifications set forth in the Job Posting shall be related to the job duties of the involved position and shall include applicable education, training, experience, skills and abilities required. Such minimum qualifications shall not, however, include artificial and/or irrelevant time-in-grade, or grade level requirements.

Subd. 3. Application for Promotion

Employees may make application for any Job Posting provided they meet the minimum stated qualifications for the involved position; provided, however, that employees who have failed a promotional probationary period in a classification shall not be permitted to take an examination for promotion to that classification within twelve (12) months of the date of such failure. In the event an employee who has not completed their initial probationary period is selected for promotion, the Employer and the Association shall meet to determine the probationary period to be served in the position. Such probationary criteria shall be documented in a Letter of Agreement.

Subd. 4. Open Job Postings

The Employer may conduct an *open* and/or *promotional* Job Posting. The Employer may advertise an open position internally and externally simultaneously. For purposes of this article, applicants from the Minneapolis Library Board, the Minneapolis Board of Education and the Minneapolis Park and Recreation Board shall be considered as outside applicants.

Section 6.03 - Examination of Qualified Applicants

Subd. 1. Examination Times

When an employee is scheduled to take a Minneapolis Civil Service examination during his or her regular scheduled hours of duty, the Employer shall grant time off, with pay, to take the examination.

Subd. 2. Testing

The Employer may elect to test all or any percentage of the applicants for any given Job Posting on the announced basis.

Subd. 3. Examination Scores

One hundred percent (100%) of the total examination score shall be based upon the results of each applicant's test score(s). Such tests shall be developed by the Employer and may consist of more than one component.

Section 6.04 - Eligibles and List of Eligibles

Subd. 1. Passing Score

Each applicant whose 1) total examination score, and 2) test score(s), as defined in Section 6.03, Subd. 3 of this article equals or exceeds eighty percent (80%), shall be considered to have passed the examination.

Subd. 2. Certified List

The names of those applicants who have passed an examination to qualify for an interview shall be placed on a certified list. However, the names of Veterans shall always be placed over the names of non-Veterans if the examination given was a competitive, open examination.

Subd. 3. Length of Eligibility

The Staffing Division of the Human Resources Department shall inform applicants of the length of their eligibility by stating it on the job posting and/or by letter.

Section 6.05 - Selection of Certified Eligibles

Any or all of the eligibles on a requisition list may be certified to the appointing authority for selection on promotional examinations. Any of the eligibles certified to the appointing authority may be selected to fill the vacant position.

Section 6.06 - Probationary Periods

An eligible selected to fill a vacant position shall serve an initial or promotional probationary period as applicable. All initial probationary periods shall be twelve (12) months in duration and all promotional probationary periods shall normally be six (6) months in duration provided that promotional probationary periods may be extended for up to an additional six (6) months upon prior notice to the involved employee with a copy to the Association. An employee may be

removed from the position at the discretion of the appointing authority. Such removal shall not be subject to the grievance/ arbitration provisions of this Agreement. Removal during an employee's initial probationary period shall result in termination of employment. An employee removed during a promotional probationary period, however, shall have the right to return to a vacant position in his/her previous classification, or, if none is available to his/her previous position. Time spent in temporary duty in the position immediately preceding the appointment shall count toward satisfaction of the probationary period, benefits eligibility (without retroactivity) and pay progression requirements.

Section 6.07 – Position Audit and Class Maintenance Studies

Subd. 1. Position Audit

Unless otherwise ordered by the court of competent jurisdiction, employees who believe that their individual position has changed due to gradual changes over a period of time in the kind, responsibility, or difficulty of the work performed, may request that their position be audited to assure proper classification. To request a position audit, the employee must submit a Job Analysis Questionnaire on the form provided by the Human Resources Department. The employee will complete the questionnaire and submit it to their supervisor for review, comments and signature. The supervisor will forward it to the department head for similar action. The department head will forward the completed and signed questionnaire to the Human Resources Department. If the supervisor fails to act upon the request within 30 calendar days, the employee may forward the request to the department head with another copy provided to the supervisor. If the department head fails to respond within 30 calendar days after receiving the questionnaire, the employee may document the department's failure to provide a timely response, and may then submit the study request directly to the Human Resources Department. Requests for study of an employee's individual position may be submitted no more than once every 24 calendar months, unless the Parties agree that substantial changes have occurred in the position justifying the need for a new audit.

If the audit results in a reclassification of the individual's position no vacancy shall be deemed to have been created. Upon reclassification, to a position providing a higher maximum salary, the incumbent employee shall be appointed to the reclassified position and the incumbent employee's pay shall be determined in accordance with Section 8.03, Subd. 1 of this Agreement. The effective date of the reclassification for pay and seniority purposes shall be the date upon which the involved employee submitted a completed request for reclassification to the Employer's Human Resources Department with a copy to the involved Department Head. The provisions of this section shall apply only to the incumbent employee who has permanently certified to the involved position.

When a position is reclassified as a result of gradual changes over a period of time in the kind, responsibility, or difficulty of the work performed in a position to a classification providing a lower maximum salary, the involved incumbent employee may request that the reclassification be considered to be layoff. If so requested, the provisions of Article 7 ("Layoff and Recall From Layoff") shall be applied. In the alternative, the involved incumbent employee may elect to

remain in the reclassified position and the incumbent employee's (including detailed employees who have been detailed for more than six (6) months who are selected for the position), pay shall be frozen until such time as the salary for the new classification is the same or greater than the salary as frozen, at which point the salary schedule for the classification shall govern future changes.

Subd. 2. Class Maintenance Study

The Employer may initiate class maintenance studies related to a specific class or group of positions within a department/division to maintain the integrity of the Employer's classification system. The Association may request studies. The format for these studies may include an informal survey or an in-depth study of changes in the kind, responsibility, or difficulty of work performed since the classification was last studied at the discretion of the Human Resources Department. Individuals in a studied class may not request a position study while the Maintenance Study is in progress. If the study is not completed within 120 days, the employee may request an individual position audit using the previously stated process and time frames for job audits.

If a class or group of positions is/are reclassified pursuant to a class maintenance study to a class providing a higher maximum salary, no vacancy shall be deemed to have been created. Upon reclassification, the incumbent employees shall be appointed to the reclassified position and the incumbent employee's pay shall be determined in accordance with Section 8.03, Subd. 1 of this Agreement. The effective date of the reclassification for pay purposes shall be January 1st of the calendar year following completion of the study. Incumbent employees shall maintain the classification seniority date of their previous classification seniority date of the new classification. The provisions of this section shall apply only to the incumbent employees who have been permanently certified to the involved positions.

When a class or group of positions is/are reclassified pursuant to a Maintenance Study to a class providing a lower maximum salary, the involved incumbent employee may request that the reclassification be considered to be a layoff. If so requested, the provisions of Article 7 ("Layoff and Recall From Layoff") shall be applied. In the alternative, the involved incumbent employee may elect to remain in the reclassified position and the incumbent employee's (including detailed employees who have been detailed for more than six (6) months who are selected for the position), pay shall be frozen until such time as the salary for the new classification is the same or greater than the salary frozen, at which point the salary schedule for the classification shall govern future changes.

The Human Resources Department will develop an initial schedule of class maintenance studies in conjunction with the Association that provides that each class will be reviewed within six (6) calendar years from the date of execution of this Agreement. Thereafter, Human Resources will develop an on-going schedule of class maintenance studies that provides for a maintenance study on a rotating basis at least once every four (4) calendar years. Such studies may be done more frequently as needed to maintain the integrity of the classification system.

Section 6.08 - Lateral Transfers

Subd.1. Voluntary Lateral Transfers

Employees may request to be transferred to a vacant position within their classification or grade in another department/division and may be transferred pursuant to such request with the written approval of their department head, the involved appointing authority and the Employer's Director of Employee Services. Such transferred employees shall serve a six (6) month probationary period in the new position. If removed by the appointing authority during the probationary period, the involved employee shall be reassigned to a vacant position within the classification or, if none is available, to their previous position.

Subd. 2. Involuntary Lateral Transfers

When an employee's permanent position is eliminated from the budget, the employee may request to be transferred to a vacant position in another job classification at the same MCSC Grade level provided they meet the minimum qualifications for the position.

Subd. 3. Seniority Upon Involuntary Transfer

In addition to earning job classification seniority in their new title, transferred employees shall continue to accrue job classification seniority in their formal title and they shall have the right to return to their former title if the position to which they have transferred is later eliminated. In the event the transfer is to a formerly held job classification, seniority in the new (formerly held) title shall run from the date upon which they were first certified to the former classification.

Subd. 4. Pay Upon Involuntary Transfer

The employee's salary in the new position will be their former salary or that of the next available step in the pay progression schedule for the new title which provides for an increase in salary if no equal pay progression step exists. If the employee's salary in the former position is greater than the maximum salary applicable to the new title, the employee's salary will be red circled until the maximum salary for the new title meets the employees' red circled rate. Such employees shall, however, be eligible for fifty (50) percent of the negotiated general increase occurring during the term of the Agreement. Lateral transfers shall not affect anniversary dates of employment for pay progression purposes.

Subd. 5. Involuntary Transfer Probationary Periods

Employees transferring to a different title will serve a six (6) calendar month probationary period. In the event the probationary period is not satisfactorily completed the

affected employee shall be returned to a Job Bank assignment for the remaining duration of the sixty (60) or thirty (30) calendar day Job Bank period, as applicable under "Job Bank Assignment, 2, without jeopardizing any "bumping", layoff or transfer rights under the Agreement or other applicable authority.

Subd. 6. Temporary Assignments Across Classifications

If a department/division assigns duties and responsibilities outside the normal duties and responsibilities of an employee's permanent position and/or duties that are normally performed by a different classification, the employee will continue to accrue seniority and other benefits in his/her permanent classification, but not in the temporary assignment. If multiple employees are assigned to a different division/department, return to the employees' permanent classification will be by seniority.

Subd. 7. Permanent Reassignment

In accordance with the provisions of the Agreement or other applicable authority, employees whose positions are being eliminated may be reassigned to a new position and/or duty location within their job classification at a time determined to be appropriate by the Employer. Such reassignment terminates the affected employee's assignment to the Job Bank. Employees may opt for a six (6) month probationary period if they are reassigned, with rights to return to the Job Bank, if they do not pass probation.

Section 6.09 – Temporary Permit, Permit and Detail Employees

Subd. 1. Temporary Permit Employees

The Employer may utilize the services of temporary permit employees to address temporary increases in workloads. "Temporary work" is defined as work not associated with a vacant position and with an expected duration of six (6) months or less. If the Employer has knowledge of the need for a longer duration, the Employer shall notify the Association and provide the rationale and the expected duration. The initial term of the temporary permit may be extended upon consent of the Association. Should the temporary work last more than one (1) year, the position cannot be filled using this provision without the consent of the Association.

Subd. 2. Permit Employees

The Employer may utilize the services of "Permit" employees to:

a. Replace employees on a paid or unpaid leave of absence; or
b. Fill a vacant position pending the selection of a permanent employee.

"Permit employee", as used in this subdivision, is associated with a funded position.

Subd. 3. Detail Employees

The Employer may utilize the services of a "Detail" employee to:

a. Replace employees on a paid or unpaid leave of absence; or
b. Fill a vacant position pending the selection of a permanent employee; or
c. Complete special assignments or projects of no more than 6 months in duration provided that extensions may be granted only upon consent of the Association.

"Detail employee", except when due to "c" special assignments or projects, as used in this subdivision, is associated with a funded position where the assigned employee is a current City of Minneapolis employee.

ARTICLE 7
LAYOFF AND RECALL FROM LAYOFF

Section 7.01 - Layoffs and Bumping

Whenever any permanent position is to be abolished or it becomes necessary because of lack of funds, lack of work to reduce the number of employees in the classified service in any department, the department head shall immediately report such pending layoffs to the City Coordinator or his/her designated representative. Prior to the identification of any Foreman for layoff, but prior to October 15 of any year, the Public Works Department will first attempt to assign any effected Foreman to a vacant Foreman position for which he/she is qualified. In consultation with the Association, but in its sole discretion, the Employer may change the assignment of Foremen to reduce the impact on members of the bargaining unit. Under conditions when assignments were changed, Foremen whose assignments were changed shall first be considered to be reassigned to his/her previous assignment prior to any laid off Foremen being recalled. However, the refusal of an assignment to the previous assignment shall stop the accrual of seniority in the previous assignment. Further, Foremen whose assignments were changed will continue to accrue seniority in the assignment from which he/she was removed. The Department will involve the Labor Management Committee in implementing this provision, but unilaterally retains the decision-making authority. The Department's decisions shall not be grievable except under Subd. 1 and Subd. 2 of this Section.

The status of involved employees shall be determined by the following provisions and the involved employees will be notified.

Subd. 1. General Order of Layoff

Layoffs shall be made in the following manner:

a. Permit employees in the classification title (s) identified for layoffs shall be first laid off;

b. Temporary employees (those certified to temporary positions) shall next be laid off;

c. Persons appointed to permanent positions shall then be laid off.

Subd. 2. Layoff Based on Classification Seniority

The employee first laid off shall be the employee who has the least amount of classification seniority in the classification in which reductions are to be made. For the purpose of implementing this provision, the length of uninterrupted service under the secondary descriptor (assignment) will be used to determine seniority. Provided, however, employees retained must be deemed qualified to perform the required work and employees who possess unique skills or qualifications which would otherwise be denied the Employer may be retained regardless of their relative seniority standing.

Subd. 3. Bumping and Displacement

Employees who are laid off shall have their names placed on a layoff list for their classification. Such employees who have at least two (2) years of City seniority shall have the right to displace a less senior employee in a classification (job title) or bump into previously held classifications within the same or lower pay grade(s) or into previously held classifications that have since been reclassified to a higher pay grade provided the employee was in the position within six (6) months of the reclassification. Said employee shall have the right to bump the employee of lesser City seniority who was last certified to progressively lower paid classifications previously held permanently (i.e., one in which the probationary period was satisfactorily completed) by the laid off employee and in which job performance was deemed by the Employer to be satisfactory.

If the employee is unable to bump into the most recent classification previously held, his/her bumping rights shall continue until either the employee is placed in a previously held classification, or a determination has been made that there is no employee of lesser City seniority who was last certified to a previously held classification, and the employee shall be laid off. In all cases, however, the bumping employee must meet the current minimum qualifications of the claimed position and must be qualified to perform the required work. Employees shall be notified if the position they are being bumped into is represented by a different exclusive representative, or is unrepresented, before accepting the new position. If the position is represented, they will be told how their classification seniority will be treated under the union contract representing the position to which they are returning.

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Section 7.02 - Notice of Layoff

The Employer shall make every reasonable effort under the circumstances to provide affected employees with at least fourteen (14) calendar days' notice prior to the contemplated effective date of a layoff.

Section 7.03 - Recall from Layoff

An employee in the classified service who has been laid off may be reemployed without examination in a vacant position of the same class within three (3) years of the effective date of the layoff. Failure to receive an appointment within three (3) years will result in the eligible's name being removed from the list.

Section 7.04 - Application and Scope

For purposes of this article, bargaining unit employees may displace or bump non-bargaining unit employees. Further, non-bargaining unit employees shall be permitted to displace or bump bargaining unit employees. Specifically, the provisions of this article respecting layoff, bumping and recall, shall be applicable to those employees excluded from the bargaining unit.

Section 7.05 - Exceptions

The following exceptions may be observed:

Subd. 1. Mutual Agreement

If the Employer and the Association agree upon a basis for layoff and reemployment in a certain position or group of positions and such agreement is approved by the City Coordinator or his/her designated representative, employees will be laid off and reemployed upon that basis.

Subd. 2. Emergency Retention

Regardless of the priority of layoff, an employee may be retained on an emergency basis for up to six (6) months to complete an assignment.

Subd. 3. Loss of Driver's License

Employees who are required to have a driver's license and who have lost their license, shall be allowed to continue working in a position not requiring driving until a court of competent jurisdiction has ruled on the matter, but not more than thirty (30) days following the loss of license. After thirty days, the Employer in its sole discretion may accommodate the employee in an available alternative work assignment not requiring a driver's license.

Section 7.06—Retirement Incentive

In the event of a need for a layoff, the Employer agrees to provide an incentive of $25,000 placed in the Health Care Savings Account of the exiting employee within thirty (30) days of the employee's last day of employment. To be eligible for the incentive the employee must satisfy the following terms and conditions:

1. The employee accepting the incentive will, by their leaving the City of

Minneapolis, prevent another Foremen from being laid off from the City of Minneapolis. The employee saved from layoff may be

a. any other foreman in the title or division if the saved employee satisfies the qualification standards identified in 7.01 subd.2. of the collective bargaining agreement, or
b. any employee the foreman identified for layoff could have bumped into a layoff other than a seasonal layoff.

2. The employee accepting the incentive has at least twenty (20) years of employment with the City of Minneapolis or has at least twenty (20) years of participation in the Public Employees Retirement Association (PERA).

3. The employee accepting the incentive is eligible to receive a full or reduced PERA or Minneapolis Employee Retirement Fund (MERF) benefit by his/her last day of employment.

4. The employee agrees that he/she will not seek reemployment or be placed on a "recall" list for any position in the City of Minneapolis.

5. The employees last day of employment will be prior to the beginning of the next fiscal year.

6. The employee accepting the incentive properly signs all agreements and releases.

This provision shall automatically sunset with the expiration of the collective bargaining agreement unless its continuation is agreed to by the parties.

ARTICLE 8
WAGES AND PAYROLLS

Section 8.01 - Classifications and Rates of Pay

Subd. 1. General

All positions covered by this Agreement shall be classified by the Employer and the minimum, maximum and intervening salary rates for such classification shall be those shown in Appendix "A" to this Agreement

Subd. 2. Job Classification System

The Minneapolis Civil Service Commission (*MCSC*) shall administer the Employer's job classification system in accordance with the following criteria:

a. The job classification evaluative process shall be based upon professionally developed standards equally applied to all positions without bias.

b. Job classes shall be established which group positions that have identical or similar primary duties. Within each classification, the nature of the work shall be significantly different from other job classes.

c. Positions shall be classified based upon their job-related contributions and/or assessed value to the City's functions.

d. New positions shall be evaluated and placed into job classes based upon a comparison of the similarity of the assigned duties to other positions in the job class. New positions shall be placed into existing job classes unless the duties or conditions of employment are found to be substantially different from other existing classes in the classified service.

e. The MCSC shall maintain appropriate records relating to classification studies and actions, and shall maintain a written class specification for each job class in the classified service describing typical duties and responsibilities of positions in the job class.

f. The MCSC, in coordination with the City's Affirmative Action Program, shall assign appropriate Federal Job Category (*FJC*) designations to each job class.

Disputes respecting the classification of jobs within any bargaining unit shall be directed to the MCSC for review and final action. No dispute respecting the classification of jobs shall be subject to the grievance/arbitration provisions of this Agreement. In the event, either by law or otherwise, the MCSC loses its legal authority to administer the Employer's job classification system during the life of this Agreement, the provisions of this section shall be null and void and the Parties shall meet and negotiate with one another, at the request of either of them, over an appeal procedure or other job classification dispute resolution process.

Section 8.02 - Pay Progressions

All employees shall be eligible to be considered for advancement to the next higher step within the pay range for their classification, if applicable, upon the completion of each twelve (12) months of *actual paid service* in such classification. Such increases may be withheld or delayed in cases where the employee's job performance has been of a less than satisfactory level in which case the employee and the Association shall be notified in advance that the increase is being withheld or delayed and of the specific reasons therefore. All such denials or delays shall be grievable under the provisions of Article 3 of this Agreement. All increases approved pursuant to this section shall be made effective the beginning of the pay period closest to the anniversary date. However, pay progression will be suspended in 2012.

Section 8.03 - Advances and Transfers

Subd. 1. Pay Upon Promotion

The salary of an employee who advances from one grade to a higher grade shall be the increment nearest the employee's salary in the lower classification plus 5**%**, and thereafter shall increase in accordance with Section 8.02 of this article. The provisions of this subdivision shall also be applicable whenever an employee is detailed to perform all or substantially all of the duties of a higher-paid classification. An employee who voluntarily demotes to their previously held position within twelve (12) calendar months following promotion shall be returned to the same pay step which was applicable immediately prior to the promotion.

Subd. 2. Pay Upon Transfer

When an employee attains a position in another classification which provides for an identical pay progression schedule he/she shall retain the same pay step as was applicable in his/her previous position and the employee shall retain the same anniversary date for future pay increase effective dates.

Subd. 3. Pay Upon Demotion

The salary of an employee who voluntarily demotes shall be placed on the salary step on which they would be if they had remained in the position.

The salary of an employee who is demoted for disciplinary reasons from one classification to another which provides for a lower maximum salary, shall be the same step which the employee had before the demotion; however, the employee shall not be placed on a step which provides for a lower salary than the employee had prior to the promotion. Thereafter, the employee shall increase in accordance with Section 8.02 of this article.

Subd. 4. Pay Upon Bumping

Pay rates for bumping employees will be set at the next step lower than the pay rate last received in the higher paid classification.

Section 8.04 - Payrolls and Pay Days

All payrolls shall be calculated on a biweekly basis and employees shall normally be paid every other Friday.

Section 8.05 - Benefits Calculations and Accruals

For purposes of benefit plan administration, all compensated weeks (exclusive of workers' compensation, unemployment compensation or similar insured compensation payments) shall be

considered weeks worked for all benefit accruals provided for by this Agreement. Benefit accruals shall be based upon a proportionate number of straight time compensated weeks only.

Section 8.06 – Shift Differential

Subd. 1. Shift Differential

The Employer agrees to pay a Shift Differential (as indicated in the attached Salary Schedule) for all work shifts that have a regular start time beginning at or after 12:00 p.m. (noon) and before 6:00 a.m. or for all work shifts that have a regular schedule that includes a Saturday or Sunday. The Employer also agrees to apply all across the board wage adjustments to the differential.

Subd. 2. Application

Differentials shall be applied to all hours worked on the schedule during a workweek, including overtime hours.

ARTICLE 9
HOURS OF WORK AND OVERTIME

Section 9.01 - Work Day and Work Week Defined

This section is intended only to define the normal hours of work and to provide the basis for the calculation of overtime pay. Nothing herein shall be construed as a guarantee of hours of work per day or per week.

Subd. 1. Normal Work Day and Work Week

The normal work day/work week configuration of all employees covered by this Agreement shall consist of five (5) full shifts of eight and one half (8 ½) hours each within each seven (7) calendar day period. The seven (7) calendar days shall begin with each employee's regularly scheduled day of work. Each full shift as defined herein shall include lunch and a rest period as provided for in Subd. 3, of this section.

Subd. 2. Meal and Rest Periods

Employees shall be entitled to one (1) thirty (30) minute meal period without pay and one (1) fifteen (15) minute rest period with pay during each work day. Such meal and rest periods shall be scheduled at times which do not unreasonably interfere with employee, supervisory, and/or other job duties

Non-exempt supervisors unable to take a duty free lunch, due to the demands of work assignments, will be paid an additional .5 hours in pay or compensatory time, at the appropriate overtime rate, in accordance with 9.03, Subd. 1.

Subd. 3. Notice of Changes Required

Should it be necessary in the judgment of the department to depart from the normal work day or the normal work week, notice of such change shall be given to the Association when practicable.

Section 9.02 - Work Assignments

Subd. 1. Initial Assignments.

During the first three (3) years, a Foreman's assignments may focus on cross-training among divisions, but these will be temporary assignments.

Subd. 2 Divisional Assignments.

For purposes of having employees designate their most desirable position based upon duties, location and/or shifts, employees may develop a procedure in cooperation with their division managers. Such agreements shall be put in writing, and shall be signed by representatives of the Employer and the Association. If the Parties involved are unable to agree to a procedure, the Parties will use the following procedure:

For the purpose of this provision, *divisional seniority* shall be defined as the amount of continuous service time within an employee's job title currently assigned major subdivision of a department. Further, *preference* shall be defined as the employee's act of designating their most desirable position based upon duties, location and/or shift.

Members of the bargaining unit may exercise their divisional seniority to designate their preference for available work assignments when permanent vacancies occur or when the Parties agree that substantial changes such as the reassignment of shifts, duty areas, or mergers have occurred. When such an occasion arises, the Division shall post the various assignments and allow for the reshuffling of personnel. Employees who may not be available during the scheduled posting time shall be permitted to exercise their divisional seniority and preference by making advance arrangements acceptable to the Employer. The Employer may assign any employee to a specific assignment within his/her job classification for which he/she is qualified subject to the following limitations:

1. The Employer shall strive to select one of the three most senior employees who stated a preference for a specific assignment. If the Employer selects an employee in that group of three who is junior to any other qualified employee who indicated a preference for the position, the Employer shall inform the more senior employee, in writing, of the business reasons why they were not selected. There shall be no appeal of this decision.

2. The Employer may deem any or all of the three most senior employees, who stated a preference for a specific assignment to be unsuited, based upon valid business reasons, for such an assignment. In this instance, the Employer may select any junior employee for the

assignment and shall serve written notice to the disqualified senior employees of the valid business reasons why they were not selected. This decision shall not be grievable and may be appealed only to an internal panel. The internal panel shall consist of the Director of the effected division, the designated representative of the MFA, and another director from within the department as determined by the first two parties. In the event that the first two parties are unable to agree upon the additional director, the Commissioner of the Bureau of Mediation Services shall select one.

The Employer is committed to training employees. Details, cross-training programs and other methodology as deemed appropriate by the Employer shall be used to accomplish this objective.

No provisions of this agreement shall be construed as a limitation on the Employer's right to change an employee's normal duty location or function for cause shown or without advance notice.

Section 9.03 - Overtime

Subd. 1. Overtime Work and Pay

Employees may be required to work a reasonable amount of overtime as assigned by the Employer. All overtime work must be approved in advance. When authorized by departmental policy and approved in advance by an eligible employee's supervisor, compensatory time may be granted to employees in lieu of overtime pay. In no case shall overtime pay or compensatory time be granted to employees in grades twelve (12) and above. The overtime pay/compensatory time status codes set forth in Appendix "A" of this Agreement (*OTC 2*) shall be applicable to bargaining unit employees as defined below:

a. OTC Codes 2. Overtime pay or compensatory time shall be granted to employees at the rate of one and one-half (1½) times their regular hourly rate of pay for all time worked in excess of eight (8) hours per day, except as described below, or for all time worked in excess of forty (40) hours per week and at the rate of two (2) times their regular hourly rate of pay for all time worked on shifts that start on the seventh (7th) consecutive day of work.

b. Compressed work week arrangements, voluntarily agreed upon by employees and their supervisors, shall be exempt from the daily overtime provisions of the above paragraph, but will grant overtime pay or compensatory time at the rate of one and one-half (1 ½) times their regular hourly rate of pay for all time worked in excess of ten (10) hours per day, or for all time worked in excess of forty (40) hours per week and at the rate of two (2) times their regular hourly rate of pay for all time worked on shifts that start on the sixth (6^{th}) and seventh (7^{th}) consecutive day of work. The Employer shall schedule three (3) consecutive days off, based upon a seven (7) day workweek, as part of a compressed work schedule.

c. If the Employer has a need to establish work schedules that are more than eight (8) hours duration and no employee volunteers for a compressed work week, as sited above in "b", the schedules shall be filled by first requesting volunteers in order of seniority from among the qualified employees. If there is an insufficient number of volunteers, the Employer may assign qualified employees in reverse seniority order.

d. Such schedules and employees in "c" and "d" above shall be subject to the following:

i. The affected employees will be provided with fourteen (14) or more calendar days of notice before the effective date of the schedule.
ii. The notice will clearly identify the days to be worked, and the schedule will consist of consecutive days of work.
iii. The notice will project the duration of the schedule.
iv. If the project is to end prior to the projected duration, employees will be provided with at least fourteen (14) calendar days' notice.
v. Employees will be required to use ten (10) hours of accrued leave time for each day of sick or vacation used.
vi. Employees will be granted eight (8) hours of pay of each paid holiday; however, the employee may use up to two (2) hours of vacation or compensatory time to supplement the eight (8) hours of holiday pay.

A maximum of one hundred (100) hours of compensatory time may be accumulated unless the City Council has authorized up to one hundred twenty (120) hours for employees assigned to work on a special project basis or has authorized pay for compensatory time on a special project basis when funds are available for such purposes. Employees and their supervisors shall diligently work together to schedule accumulated compensatory time off when the impact on the Employer's operation will be minimized.

Subd. 2. No Duplication

There shall be no duplication or pyramiding of overtime and/or premium rates of pay under the provisions of this Agreement. Compensation shall not be paid more than once for the same hours under any provisions of this Agreement

Subd. 3. Disaster/Catastrophic Events

In the event of a major disaster or catastrophe (not snow emergencies as defined by Minneapolis Ordinance), assignment protocol is suspended; employees work as assigned without regard to seniority. Overtime shall be paid after forty (40) hours at one-and-one half (1-1/2) times their hourly rate and double time after forty eight (48) hours of work.

Section 9.04 - Inclement Weather

The Employer may temporarily suspend all or a portion of its normal operation in response to inclement weather or other emergency conditions. Official closure announcements shall be made by the Employer through internal means and, where appropriate or necessary, be broadcast by WCCO-AM radio (830 kHz) and/or other suitable public media. Employees, who are released, shall be permitted to draw upon accumulated vacation or accumulated compensatory time, at their option, to the full extent of the lost compensation due to such closures. Employees will be provided work if they do not choose to draw upon accumulated benefits.

Section 9.05 – On Call and Mandatory Meeting Pay

Subd. 1. On Call

If Departments/Divisions prefer a different On Call procedure, they may by Letter of Agreement with the Association, institute a separate process with the approval of the Department Head and signed by the Director of Employee Services. Department Heads shall respond in writing within thirty (30) days of the submission of the proposal. Letters of Agreement regarding On Call procedures will supersede Subd.1, of this Article.

Subd. 2. Being Available Status

Employees may occasionally receive calls when off duty to assist in resolving issues that occur. It is expected that, when available, employees will respond. Employees who are not "on call" will not be disciplined if they fail to respond or are unable to return to work if the Employer calls them while they are off duty.

Subd. 3. On Call Status

The term "on call" is limited to a status in which an employee, though off duty, is required by the Employer, to be available and fully prepared to return to duty. Whenever practical, the employee will receive clear and written advance notice, during work hours, that he/she is "on call." (Employees will be given a form letter with their names and dates identifying when they are "on call.") The scheduling of employees for "on call" duty should be reasonable, thus respecting the employee's personal life. The Employer shall establish the expectations associated with the compensation. The" on call" employee is required to respond to telephone inquiries during the "on call" period without additional compensation.

Subd. 4. On Call Pay

The employee will receive $35.00 for each weekday the employee is "on call." The employee will receive $45.00 for each weekend day (Saturday or Sunday) or holiday the employee is" on call. "If an hourly employee is called back to duty, the employee shall be paid for a minimum of 2.667 hours at his/her overtime rate but shall forfeit all claims to "on call" pay for the day.

Subd. 5. Mandatory Meeting Pay

Non-Exempt employees who are required to attend work related meetings or classes at times when they are not scheduled to work shall earn two and two-thirds (2-2/3) hours pay at the employee's overtime rate or for the hours actually worked, whichever is greater. Such minimum pay guarantees shall not apply when the required work is immediately adjacent to a schedule work shift.

Section 9.06 – Scheduled Overtime

If the Employer states a foreman needs to come in to work overtime, and then cancels, with less than eight (8) hours' notice, the foreman will receive "on call" pay. If a scheduled construction project is cancelled due to inclement weather, no "on call" pay is due.

ARTICLE 10
VACATIONS

Section 10.01 - Vacations With Pay

Employees in the classified service of the City shall be entitled to vacations with pay in accordance with the provisions of this article.

Section 10.02 - Eligibility: Full-Time Employees

Vacations with pay shall be granted to permanently certified employees who work one-half (½) time or more and who have completed six (6) months of continuous service. Vacation time will be determined on the basis of continuous years of service, including time in an unclassified position immediately preceding appointment or reappointment to a classified position. For purposes of this article, *continuous years of service* shall be determined in accordance with the following:

Subd. 1. Credit During Authorized Leaves of Absence

Time on authorized leave of absence without pay, except to serve in an unclassified position, shall not be credited toward years of service, but neither shall it be considered to interrupt the periods of employment before and after leave of absence, provided an employee has

accepted employment to the first available position upon expiration of the authorized leave of absence.

Subd. 2. Credit During Involuntary Layoffs

Employees who have been involuntarily laid off shall be considered to have been continuously employed if they accept employment to the first available position. Any absence of twelve (12) consecutive months will not be counted toward years of service for vacation entitlement.

Subd. 3. Credit During Periods on Disability Pension

Upon return to work, employees shall be credited for time served on workers' compensation (those returning to active employment after January 1, 1995) or disability pension as the result of disability incurred on the job. Such time shall be used for the purpose of determining the amount of vacation to which they are entitled each year thereafter.

Subd. 4. Credit During Military Leaves of Absence

Employees returning from approved military leaves of absence shall be entitled to vacation credit as provided in applicable Minnesota statutes.

Section 10.03 - Eligibility: Intermittent and Part-Time Employees

Permanent employees on an intermittent or part-time basis who have worked continuously for six (6) months or more on such basis shall also be granted vacations with pay in direct proportion to the time actually employed. In no event, however, shall employees receive vacation pay greater than what their earnings would have been during such period had they been working.

Section 10.04 - Vacation Benefit Levels

Effective January 1, 2003 eligible employees shall earn vacations with pay in accordance with the following schedule:Years of City Service	Vacation Days
1 - 4	12 days
5 - 7	15 days
8 - 9	16 days
10 - 15	18 days
16 - 17	21 days
18 - 20	22 days
21 +	26 days

For purposes of this article, the word day shall be defined as eight (8) hours.

Section 10.05 - Vacation Accruals and Calculation

The following shall be applicable to the accrual and usage of accrued vacation benefits:

Subd. 1. Accruals and Maximum Accruals

Vacation benefits shall be calculated on a direct proportion basis for all hours of credited work other than overtime and without regard to the calendar year. Benefits may be cumulative up to and including fifty (50) days. Accrued benefits in excess of fifty (50) days shall not be recorded and shall be considered lost.

Subd. 2. Negative Accruals Permitted

Employees certified to permanent positions prior to January 1, 1973 shall be allowed to accrue a negative balance in their vacation account. Such amount shall not exceed the anticipated earnings for the immediately succeeding twelve (12) month period. The anniversary date for increase in such employee's vacation allowance shall be January 1, of the year in which the employee's benefit level is changed. Employees separating from the service will be required to refund vacation used in excess of accrual at the time of separation, if any.

Subd. 3. Negative Accruals Limited

Employees hired after January 1, 1973 shall be allowed to accrue a maximum negative balance in their vacation account of up to eighty (80) hours. The value of any existing negative balance shall be deducted from final pay due at their termination of employment. (Increases in such employee's vacation allowance shall be made at the beginning of the pay period during which they complete the appropriate number of years of continuous service.)

Subd. 4. Vacation Usage and Charges Against Accruals

Vacation shall begin on the first working day an employee is absent from duty. When said vacation includes a holiday, the holiday will not be considered as one of the vacation days.

Section 10.06 - Vacation Pay Rates

Subd. 1. Normal

The rate of pay for vacations shall be the rate of pay employees would receive had they been working at the position to which they have been permanently certified, except as provided in Subd. 2, below.

Subd. 2. Detailed (Working Out of Class) Employees

Employees on *detail* (working out of class) for a period of less than thirty (30) calendar days immediately prior to vacation will be paid upon the basis of the position to which they have been permanently certified. Employees on detail for more than thirty (30) calendar days immediately prior to vacation will be paid upon the basis of the position to which they have been detailed.

Section 10.07 - Scheduling Vacations

Subd. 1. General

Vacations are to be scheduled in advance and taken at such reasonable times as approved by the employee's department with particular regard to the needs of the Employer, seniority of employee, and, insofar as practicable, with regard to the wishes of the employee. No vacation shall be assigned by the Employer or deducted from the employee's account as disciplinary action.

Subd. 2. Vacation Prior to Retirement

Employees are encouraged to provide at least 30 working days' notice of their intent to retire. Effective December 31, 2002 the value of any vacation balance due upon separation at retirement shall be deposited into the employees Post Retirement Health Care Savings Plan, as established in Minn. Stat. §352.98 as administered by the Minnesota State Retirement System.

At the discretion of the Department Head, employees may be allowed to schedule all or part of their unused accumulated vacation and/or compensatory time immediately prior to retirement. The decision to not allow the scheduling of vacation shall not be subject to the grievance procedure but should be based on legitimate business reasons.

Employees who are members of the Minneapolis Employee Retirement Fund (MERF) shall not be prevented from scheduling vacations and/or compensatory time prior to retirement, and being able to receive all of the pay and benefits provided by this Agreement.

ARTICLE 11
HOLIDAYS

Section 11.01 - Holidays With Pay

Employees in the classified service shall be entitled to holidays with pay in accordance with the provisions of this article.

Section 11.02 - Eligibility and Pay

Subd. 1. Eligibility

Permanent employees who are not required to work on a day recognized by this Agreement as a holiday shall be entitled to holiday pay provided such employee is in pay status on the last working day immediately before and on the next working day immediately after such holiday.

Subd. 2. Holiday Pay and Rate

Employees eligible to receive holiday pay as outlined in this article shall be paid eight (8) hours pay calculated at their regular, straight-time, base rate of pay or, if such employee regularly works less than forty (40) hours per week, such holiday pay shall be pro-rated.

Subd. 3. Holidays During Vacation and Sick Leave

Holidays which occur within an employees' approved vacation or sick leave period shall be paid as holidays only and shall not be charged as vacation or sick leave.

Section 11.03 - Holidays Defined

The following named days shall be considered *holidays* for purposes of this article:

- New Year's Day
- Martin Luther King Day
- Presidents' Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veterans' Day
- Thanksgiving Day
- Day After Thanksgiving
- Christmas Day

Section 11.04 - Holidays Worked

Subd. 1. Normal

When a day recognized by this Agreement as a holiday falls on a Sunday, the following Monday shall be considered to be the holiday. When a day recognized by this Agreement as a holiday falls on a Saturday, the preceding Friday shall be considered to be the holiday. Employees, except for those within the scope of Subd. 2, below, who are eligible for holiday pay and who are compensated for overtime work at one and one-half (1½) times their hourly base rate of pay, shall be paid one and one-half (1½) times their hourly base rate of pay for each hour worked on a holiday in addition to the holiday pay for which they are entitled. All other

employees, except those in Civil Service Grades 12 and above, who are required to work on a holiday, shall be granted compensatory time off at a time mutually agreed upon between involved employees and their supervisors.

Subd. 2. Employees Who Regularly Work Weekends

Notwithstanding other provisions of this article, those employees who are regularly scheduled to work on weekends shall work their regularly scheduled shift and their regular, year-round work schedules shall take the number of holidays referenced in Section 11.03 of this article into account in determining the total number of days off per year. Such employees shall be paid at the rate of one and one-half (1½) times their regular rates of pay if required to work on any actual holiday. Holidays falling on weekends shall not be observed on Fridays and/or Mondays by such employees.

Subd. 3. Pay for Non-standard Shifts

a. If the holiday falls on a scheduled work day, an employee is given the day off and receives 8 hours of holiday pay.
b. If the holiday falls on a scheduled work day, an employee who is required to work the scheduled holiday will receive 8 hours of holiday pay plus pay at 1 ½ or 2 times, as applicable under the normal overtime rules.
c. If the holiday falls on a nonscheduled work day, the employee will be given a different day off with 8 hours of holiday pay for that day.
d. If the holiday falls on a nonscheduled work day and an employee works on the day designated as their holiday, the employee will receive 8 hours of holiday pay plus pay at 1 ½ or 2 times, as applicable under the normal overtime rules.

Subd. 4 Solid Waste and Recycling Employees

Solid Waste and Recycling employees who are required to work the following Saturday because the designated major holiday fell on Friday shall be paid two (2) times their base rate of pay for the Saturday work.

Section 11.05 - Religious Holidays

Employees may observe religious holidays on days which do not fall on Sunday or on a holiday as defined in Section 11.03, Subd. 1, above. Such days off shall be taken off without pay unless 1) the employee has accumulated vacation benefits available in which case the employee shall be required to take such days off as vacation, or 2) the employee obtains supervisory approval to work an equivalent number of hours (at straight-time rates of pay) at some other time during the calendar year. The employee must notify the Employer at least ten (10) calendar days in advance of the religious holiday of his/her intent to observe such holiday. The Employer may waive this ten (10) calendar day requirement if the Employer determines that absence of such employee will not substantially interfere with the department's function.

ARTICLE 12
LEAVES OF ABSENCE WITHOUT PAY

Section 12.01 - Leaves of Absence Without Pay

Leaves of absence without pay may be granted to permanent employees when authorized by Minnesota statute or by the Employer pursuant to the provisions of this article upon written application to the employee's immediate supervisor or his/her designated representative. Except for emergency situations, leaves must be approved in writing by the Employer prior to commencement.

Section 12.02 - Leaves of Absence Governed by State Statute

The following leaves of absence without pay may be granted as authorized by applicable Minnesota statutes:

Subd. 1. Military Leave

Employees in the classified service shall be entitled to military leaves of absence without pay for duty in the regular Armed Forces of the United States, the National Guard or the Reserves. At the expiration of such leaves, such employees shall be entitled to their position or a comparable position and shall receive other benefits in accordance with applicable Minnesota statutes. (See also, *Military Leaves With Pay* at Article 13, Section 13.04 of this Agreement.)

Subd. 2. Appointive and Elective Office Leave

Leaves of absence without pay to serve in an Appointive-Unclassified City position or as a Minnesota state legislator or full-time elective officer in a city or county of Minnesota shall be granted pursuant to applicable Minnesota statutes.

Subd. 3. Association Leave

Leaves of absence without pay to serve in an elective or appointive position in the Association shall be granted pursuant to applicable Minnesota statutes.

Subd. 4. School Conference and Activities Leave

Leaves of absence without pay of up to a total of sixteen (16) hours during any twelve (12) month period for the purpose of attending school, pre-school or child care provider conferences and classroom activities of the employee's child, provided that such conferences and classroom activities cannot be scheduled during non-work hours. When the need for the leave is foreseeable, the employee shall provide reasonable prior notice of the leave to their immediate supervisor and shall make a reasonable effort to schedule the leave so as not to disrupt the operations of the Employer. Employees may use accumulated vacation benefits or accumulated compensatory time for the duration of such leaves.

Subd. 5. Family and Medical Leaves

a. General. Pursuant to the provisions of the federal *Family and Medical Leave Act of 1993* and the regulations promulgated there under which shall govern employee rights and obligations as to family and medical leaves wherever they may conflict with the provisions of this subdivision, leaves of absence of up to twelve (12) weeks in any twelve (12) months will be granted to eligible employees who request them for the following reasons:

(i) for purposes associated with the birth or adoption of a child or the placement of a child with the employee for foster care,

(ii) when they are unable to perform the functions of their positions because of temporary sickness or disability, and/or

(iii) when they must care for their parent, spouse, *registered domestic partner* within the meaning of Minneapolis *Code of Ordinances* Chapter 142, child, or other dependents and/or members of their households who have a serious medical condition.

(iv) for any qualifying exigency arising out of the fact that the employee's spouse, registered domestic partner, son, daughter, or parent is a covered military member on active duty or has been notified of an impending call or order to active duty in support of a contingency operation as either a member of the National Guard or Military Reserves or a retired member of the regular armed forces or reserves.

Leaves of absence of up to twenty six (26) weeks in any twelve (12) months will be granted to eligible employees who request them for the following reasons:

(v) for the care of a covered service member who is a current member of the Regular Armed Forces, National Guard, or Reserves who has incurred an injury or illness in the line of duty while on active duty, provided that such injury or illness renders the service member medically unfit to perform the duties of his/her office, grade, rank, or rating. To qualify the employee must be the spouse, registered domestic partner, son, daughter, parent or next of kin of the service member.

Unless an employee elects to use accumulated paid leave benefits while on family and medical leaves (see paragraph "f", below), such leaves are without pay. The Employee's group health, dental and life insurance benefits shall, however, be continued on the same basis as if the employee had not taken the leave.

b. Eligibility - Employees are eligible for family and medical leaves if they have accumulated at least twelve (12) months employment service preceding the request for the leave and they must have worked at least one thousand forty-four (1,044) hours during the twelve (12) month period immediately preceding the leave. Eligible spouses or registered domestic partners who both work for the Employer will be granted a combined twelve (12) weeks of leave in any

twelve (12) months when such leaves are for the purposes referenced in clauses (i) and (iii) above.

c. Notice Required - Employees must give thirty (30) calendar days' notice of the need for the leave if the need is foreseeable. If the need for the leave is not foreseeable, notice must be given as soon as it is practicable to do so. Employees must confirm their verbal notices for family and medical leaves in writing. Notification requirements may be waived by the Employer for good cause shown.

d. Intermittent Leave - If medically necessary due to the serious medical condition of the employee, or that of the employee's spouse, child, parent, *registered domestic partner* within the meaning of Minneapolis *Code of Ordinances* Chapter 142, or other dependents and/or members of their households who have a serious medical condition, leave may be taken on an intermittent schedule. In cases of the birth, adoption or foster placement of a child, family and medical leave may be taken intermittently only when expressly approved by the Employer.

e. Medical Certification. The Employer may require certification from an attending health care provider on a form it provides. The Employer may also request second medical opinions provided it pays the full cost required.

f. Relationship Between Leave and Accrued Paid Leave - Employees may use accrued vacation, sick leave or compensatory time while on leave. The use of such paid leave benefits will not affect the maximum allowable duration of leaves under this subdivision.

g. Reinstatement - Upon the expiration of family and medical leaves, employees will be returned to an equivalent position within their former job classification. Additional leaves of absence without pay described elsewhere in this Agreement may be granted by the Employer within its reasonable discretion, but reinstatement after any additional leave of absence without pay which may have been granted by the Employer in conjunction with family and medical leaves, is subject to the limitations set forth in Section 12.03 (*Leaves of Absence Governed by this Agreement*) of the Agreement.

Section 12.03 - Leaves of Absence Governed by This Agreement

Employees may be granted leaves of absence for reasonable periods of time provided the requests for such leaves are consistent with the provisions of this section. Employees on leave in excess of six (6) months will, at the expiration of the leave, be placed on an appropriate layoff list for their classification if no vacancies exist in their classification. Employees on leave of less than six (6) months will, at the expiration of the leave, return to their department in positions within their classification. Leaves of absence under this section may be granted for the following purposes:

Subd. 1 Temporary Illness or Disability.

Temporary illness or disability properly verified by medical authority.

Subd. 2 Serves in Unclassified City Position.

To serve in an unclassified City position not covered by state statute.

Subd. 3 Education Leave.

Education that benefits the employee to seek advancement opportunities or carry out job-related duties more effectively.

Subd. 4.Position with Other Public Employer.

To serve temporarily in a position with another public employer where such employment is deemed by the Employer to be in the best interests of the City.

Subd. 5 Candidate for Public Office.

To become a candidate in a general election for public office. A leave of absence without pay commencing thirty (30) calendar days prior to the election is required, unless exempted by the Employer.

Subd. 6 Personal Convenience.

For personal convenience not to exceed twelve (12) calendar months.

Subd. 7 Budgetary Leave.

A leave of absence without pay of ninety (90) calendar days or less if approved by the Employer for the purpose of reducing the Employer's operating budget (budgetary leave). Such employees shall be credited with seniority, vacation, group health/life insurance benefits and sick leave benefits as if they had actually worked the hours.

Subd. 8 Furloughs.

In the event a department/division experiences revenue reductions that are not controlled by the City Council and Mayor after the Mayor and the City Council have adopted a balanced budget, the Employer may furlough employees due to lack of funds only under the following terms and conditions:

1. The Employer, upon identifying revenue reductions as aforesaid, shall at least two weeks prior to the implementation of any furloughs provide notice to the Association with a written report detailing:

(a) the department(s) affected and the financial impact on the department(s),
(b) the reason for the shortfall,
(c) an estimate of the number of furlough days to address the shortfall and the portion of the days associated with the Association and
(d) the positions projected to be furloughed.

For each department that will impose furloughs, the Department Head shall meet and confer with the Association and the affected employees within the department to present the information above, and to describe other responses to the shortfall that have been considered and any other steps being taken to address the shortfall,

2. All permits or other temporary employees paid through the affected revenue source must be terminated prior to the implementation of furloughs when practicable.

3. In the event an affected work unit or employees cannot be temporarily reassigned to other cost centers, and the reduction of funds does not extend into the next budget year, the department head will direct management to solicit and approve commitments to take budgetary leave, in full or half day increments.

4. Furlough days will be designated around holidays and weekends when practicable. If an employee is furloughed the day before or the day after a paid holiday, the rules for being in paid status the day before and the day after the holiday will not apply.

5. The number of days needed through furlough will be reduced by the value of the number of days received through budgetary leave solicitation.

6. Any employee who volunteers for budgetary leave which occurs before or after the decision to furlough is made will have any required furlough time reduced by the number of budgetary hours already taken or committed.

7. The department head will notify the employee(s) and the Association of an impending furlough not less than two pay periods prior to its implementation.

8. Unless voluntary, unpaid time off shall not be more than ten (10) days per calendar year and not more than one (1) day per pay period. However, the Employer may request, based upon the information provided in #1 above, that the Association increase this maximum number of furlough days to fifteen (15) per calendar year and/or two (2) days per pay period. The Association shall have no more than two (2) weeks to respond to such a request. If the Association does not respond within the two-week period, then the Employer's request shall be deemed to be approved.

9. Consultants, permits, or other temporary employees will not be assigned the work of furloughed employees.

10. All furlough days taken as aforesaid shall be treated as if the employee is on Budgetary

Leave. Further, for all furlough and budgetary leave days taken if an employee makes the employee's contribution to his/her pension plan, then the Employer shall make the Employer's contribution to the plan.

11. The department head will exercise his/her best efforts to assure that all department employees are proportionately impacted.

12. This agreement is not effective until the City Council passes and the Mayor signs an ordinance authorizing the imposition of unpaid furloughs on non-represented and appointed City employees, excluding charter department heads, of not more than twenty (20) days per calendar year and not more than two (2) days per pay period. Further, this agreement is not effective until labor agreements between the Employer and the AFSCME General Unit, MPEA, and one other union containing provision for involuntary furloughs are effective.

13. This agreement is null and void if no other bargaining unit agrees to mandatory furloughs. This agreement will sunset on December 31, 2012.

ARTICLE 13
LEAVES OF ABSENCE WITH PAY

Section 13.01 - Leaves of Absence With Pay

Leaves of absence with pay may be granted to permanent employees under the provisions of this article when approved in advance by the Employer prior to the commencement of the leave.

Section 13.02 - Funeral Leave

A leave of absence with pay shall be granted up to three (3) days of Funeral Leave in the event an employee in the classified service suffers a death in his/her immediate family in accordance with the following. Immediate family is defined as parent, stepparent, spouse, *registered domestic partner* within the meaning of Minneapolis *Code of Ordinances*, Chapter 142, child, stepchild, brother, sister, stepbrother or stepsister, father-in-law, mother-in-law, sister-in-law, brother-in-law, grandparent, grandchild, or members of employees' households. For purposes of this subdivision, the terms *father-in-law* and *mother-in-law* shall be construed to include the father and mother of an employee's domestic partner.

Additional time off without pay, or vacation, if available and requested in advance, shall be granted as may reasonably be required under individual demonstrated circumstances.

Section 13.03 - Jury Duty and Court Witness Leave

After due notice to the Employer, employees subpoenaed to serve as a witness or called for jury duty, shall be paid their regular compensation at their current base rate of pay for the period the

court duty requires their absence from work duty, plus any expenses paid by the court. Such employees, so compensated, shall not be eligible to retain jury duty pay or witness fees and shall turn any such pay or fees received over to the Employer. If an employee is excused from jury duty prior to the end of the normal work day, he/she shall return to work if reasonably practicable or make arrangements for a leave of absence without pay. For purposes of this section, such employees shall be considered to be working normal day shift hours for the duration of their jury duty leave. Any absence, whether voluntary or by legal order to appear or testify in private litigation, not in the status of an employee but as a plaintiff or defendant, shall not qualify for leave under this section. Such absences shall be charged against accumulated vacation, compensatory time or be without pay.

Section 13.04 - Military Leave

Pursuant to applicable Minnesota statutes, employees who are qualified under the statute are entitled to leaves of absence with pay during periods not to exceed fifteen (15) working days in any calendar year to fulfill service obligations.

Section 13.05 - Olympic Competition Leave

Pursuant to applicable Minnesota statute, employees are entitled to leaves of absence with pay to engage in athletic competition as a qualified member of the United States team for athletic competition on the Olympic level, provided that the period of such paid leave will not exceed the period of the official training camp and competition combined or ninety (90) calendar days per year, whichever is less.

Section 13.06 - Return From Leaves of Absence With Pay

When employees are granted leaves of absence with pay under the provisions of this article, such employees, at the expiration of such leaves, shall be restored to their position.

Section 13.07 - Bone Marrow Donor Leave

Pursuant to applicable Minnesota statutes, employees who work twenty (20) or more hours per week shall, upon advance notification to their immediate supervisor and approval by the Employer, be granted a paid leave of absence at the time they undergo medical procedures to donate bone marrow. At the time such employees request the leave, they shall provide to their immediate supervisor written verification by a physician of the purpose and length of the required leave. The combined length of leaves for this purpose may not exceed forty (40) hours unless agreed to by the Employer in its sole discretion.

ARTICLE 14
SICK LEAVE

Section 14.01 - Sick Leave

Employees in the classified service who regularly work more than twenty (20) hours per week shall be entitled to leaves of absence with pay, for actual, bona-fide illness, temporary physical disability, illness in the immediate family, or quarantine. Such leaves shall be granted in accordance with the provisions of this article.

Section 14.02 - Definitions

The term *illness*, where it occurs in this article, shall include bodily disease or injury or mental affliction, whether or not a precise diagnosis is available when such disease or affliction is, in fact, disabling. Other factors defining sick leave are as follows:

Subd. 1. Ocular and Dental

Necessary ocular and dental care of the employee shall be recognized as a proper cause for granting sick leave.

Subd. 2. Chemical Dependency

Alcoholism and drug addiction shall be recognized as an illness. However, sick leave pay for treatment of such illness shall be contingent upon two conditions: 1) the employee must undergo a prescribed period of hospitalization or institutionalization, and 2) the employee, during or following the above care, must participate in a planned program of treatment and rehabilitation approved by the Employer in consultation with the Employer's health care provider.

Subd. 3. Chiropractic and Podiatrist Care

Absences during which ailments were treated by chiropractors or podiatrists shall constitute sick leave.

Subd. 4. Illness or Injury in the Immediate Family

Employees may utilize accumulated sick leave benefits for reasonable periods of time when their absence from work is made necessary by the illness or injury of their dependent child and up to three (3) days per calendar year when their absence from work is made necessary by the illness or injury of their spouse, *registered domestic partner* within the meaning of Minneapolis *Code or Ordinances* Chapter 142, parents, dependents other than their children and/or members of their household. The utilization of sick leave benefits under the provisions of this subparagraph shall be administered under the same terms as if such benefits were utilized in

connection with the employee's own illness or injury. Additional time off without pay, or vacation, if available and requested in advance, shall be granted as may reasonably be required under individual demonstrated circumstances. Further spousal leave will be available to attend the care of a spouse who is seriously ill or recovering from surgery when an employee has accrued more than sixty (60) days sick leave. Such use will be in lieu of receiving any compensation for those days under Article 15 of this Agreement. Nothing in this subdivision limits the rights of employees under the provisions of Section 12.02, Subd. 5 (*Family and Medical Leaves*) of this Agreement.

Section 14.03 - Eligibility, Accrual and Calculation of Sick Leave

If permanently certified employees who regularly work more than half time per week, are absent due to illness, such absences shall be charged against their accumulated accrual of sick leave. Sick leave pay benefits shall be accrued by eligible employees at the rate of twelve (12) days per calendar year worked and shall be calculated on a direct proportion basis for all hours of credited work time other than overtime.

Section 14.04 - Sick Leave Bank - Accrual

All earned sick leave shall be credited to the employee's sick leave *bank* for use as needed. Twelve (12) days of medically unverified sick leave may be allowed each calendar year. However, the Employer may require medical verification in cases of suspected fraudulent sick leave claims including where the employee's use of sick leave appears systematic or patterned. Five (5) or more consecutive days of sick leave shall require an appropriate health care provider in attendance and verification of such attendance. The term *in attendance* shall include telephonically-prescribed courses of treatment by a physician which are confirmed by a prescription or a written statement issued by the physician.

Section 14.05 - Interrupted Sick Leave

Permanently certified employees with six (6) months of continuous service who have been certified or re-certified to a permanent position shall, after layoff or disability retirement, be granted sick leave accruals consistent with the provisions of this article. Employees returning from military leave shall be entitled to sick leave accruals as provided by applicable Minnesota statute.

Section 14.06 - Sick Leave Termination

No sick leave shall be granted an employee who is not on the active payroll or who is not available for scheduled work. Layoff of an employee on sick leave shall terminate the employee's sick leave.

Section 14.07 - Employees on Suspension

Employees who have been suspended for disciplinary purposes shall not be granted sick leave accruals or benefits for such period(s) of suspension.

Section 14.08 - Employees on Leave of Absence Without Pay

An employee who has been granted a leave of absence without pay, except a military leave, shall not be granted sick leave accruals or benefits for such periods of leave of absence without pay.

Section 14.09 - Workers' Compensation and Sick Leave

Employees in the classified service shall have the option of using available sick leave accruals, vacation accruals, or of receiving workers' compensation (if qualified under the provisions of the *Minnesota Workers' Compensation Statute*) where sickness or injury was incurred in the line of duty. If sick leave or vacation is used, payments of full salary shall include the workers' compensation to which the employees are entitled under the applicable Minnesota statute, and the employees shall receipt for such compensation payments. If sick leave or vacation is used, the employee's sick leave or vacation credits shall be charged only for the number of days represented by the amount paid to them in excess of the workers' compensation payments to which they are entitled under the applicable Minnesota statute. If an employee is required to reimburse the Employer for the compensation payments thus received, by reason of the employee's settlement with a third party, his/her sick leave or vacation will be reinstated for the number of days which the reimbursement equals in terms of salary. In calculating the number of days, periods of one-half (½) or more shall be considered as one (1) day and periods of less than one-half (½) day shall be disregarded.

Section 14.10 - Notification Required

Employees shall be required to notify their immediate supervisor as soon as possible of any occurrence within the scope of this article which prevents work. If the Employer has provided pre-work shift contact arrangements, employees shall be required to provide such notification no later than one (1) hour before the start of the work shift. If no such arrangements have been made, employees shall be required to provide such notification as soon as possible but in no event later than one-half (½) hour after the start of the shift.

ARTICLE 15
SICK LEAVE CREDIT PAY AND SEVERANCE PAY

Section 15.01 – Annual Sick Leave Credit Plan

An employee, who satisfies the eligibility requirements of this Section, shall be entitled to make an election to receive payment for sick leave under the terms and conditions set forth below.

(a) Eligibility. An employee who has an accumulation of sick leave of sixty (60) days or more on December 1 of each year (hereafter an "Eligible Employee") shall be eligible to make the election described below.

(b) Election. On or before December 10 of each year, the Employer shall provide to each Eligible Employee a written election form on which the Eligible Employee may elect whether he/she wants to receive cash payment for all or any portion of his/her sick leave that will be accrued during the calendar year immediately following the election (the "Accrual Year"). The employee shall deliver the election form to the Employer on or before December 31. Such election is irrevocable. Therefore, once an Eligible Employee transmits his/her election form to the Employer, the employee may not revoke the decision to receive cash payment for sick leave or change the amount of sick leave for which payment is to be made. If an Eligible Employee does not transmit an election form to the employer on or before December 31, he/she shall be considered to have directed the Employer to NOT make a cash payment for sick leave accrued during the Accrual Year.

(c) Payment. Within sixty (60) days after the end of the Accrual Year, an Eligible Employee who has elected to receive cash payment shall be paid as follows:

i. *At Least Sixty (60) Days, But Less Than Ninety (90) Days*. Payment shall be made for the amount of sick leave accrued during the Accrual Year up to the amount indicated by the employee on his/her election form. The amount of the payment shall be based on fifty percent (50%) of the employee's regular hourly rate of pay in effect on December 31 of the Accrual Year.

ii. *At Least Ninety (90) Days, But Less Than One Hundred Twenty (120) Days.* Payment shall be made for the amount of sick leave accrued during the accrual year up to the amount indicated by the employee on his/her election form. The amount of the payment shall be based on seventy-five percent (75%) of the employee's regular hourly rate of pay in effect on December 31 of the Accrual Year.

iii. *At Least One Hundred Twenty (120) Days*. Payment shall be made for the amount of sick leave accrued during the accrual year up to the amount indicated by the employee on his/her election form. The amount of the payment shall be based on one hundred percent (100%) of the employee's

regular hourly rate of pay in effect on December 31 of the Accrual Year.

(d) Adjustment of Sick Leave Bank. The number of hours for which payment is made shall be deducted from the Eligible Employee's sick leave bank at the time payment is made.

(e) Deferred Compensation. Employees, at their sole option, may authorize and direct the Employer to deposit sick leave credit pay under paragraph (c) to a deferred compensation plan or other tax qualified plan administered by the Employer provided such option is exercised at the same annual time as regular changes in deferred compensation payroll deductions are normally permitted.

Section 15.02 – Accrued Sick Leave Retirement Plan

Employees who retire from positions in the qualified service and who meet the requirements set forth in this Article shall be paid in the manner and amount set forth herein.

(a) Payment for accrued but unused sick leave shall be made only to retired former employees who:

i. have separated from service; and

ii. as of the date of retirement had accrued sick leave credit of no less than sixty (60) days; and

iii. as of the date of retirement had:

1. no less than twenty (20) years of qualified service as computed for retirement purposes, or

2. who have reached sixty years of age, or

3. who are required to retire early because of either disability or having reached mandatory retirement age.

(b) When an employee having no less than sixty (60) days of accrued sick leave dies prior to retirement, he/she shall be deemed to have retired because of disability at the time of death, and payment for his/her accrued sick leave shall be paid to the designated beneficiary as provided in this Section.

(c) The amount payable to each employee qualified hereunder shall be one-half (½) the daily rate of pay for the position held by the employee

on the day of retirement, notwithstanding subsequent retroactive pay increases, for each day of accrued sick leave subject to a minimum of sixty (60) days.

(d) Effective December 31, 2002 and thereafter, 100% of the amount payable under this Section shall be deposited into the Health Care Savings Account (MSRS). This deposit shall occur within thirty (30) days of the date of retirement.

(e) If an employee entitled to payment under this Section dies prior to receiving the full amount of such benefit, the payment shall be made to the beneficiary entitled to the proceeds of his or her Minneapolis group life insurance policy or to the employee's estate if no beneficiary is listed.

Section 15.03 Retirement Incentive—Health Care

Any employee who retires during the first or last four months of a calendar year will receive a retirement incentive of six (6) months of fully-paid health insurance premiums, which will be deposited into the employee's Health Reimbursement Arrangement (VEBA) account.

ARTICLE 16
GROUP INSURANCE

Section 16.01 - Group Health Insurance

Subd. 1. Enrollment and Eligibility

Upon proper application, permanently certified full-time employees shall be enrolled as a covered participant in one of the Employer's available medical plans and shall be provided with the coverages specified therein. Coverage under the selected plan shall become effective no later than the first of the month following thirty (30) days of employment, provided they are actively employed. Where employees meet eligibility requirements when they are not on active status, they will be eligible to enroll upon their return to active status. Eligible employees may waive coverage under the Employer's available medical plans by providing written evidence satisfactory to the Employer that they are covered by health insurance from another source at the time of open enrollment and signs a waiver of coverage under the Employer's available medical plans. Subsequent coverage eligibility for such employees, if desired, shall be governed by the provisions of the contracts between the Employer and the providers of such coverage.

Subd. 2. Employer and Employee Contributions - Health Care

Pursuant to the Letter of Agreement, which is attached to this Collective Bargaining Agreement.

Subd. 3. With regard to insurance coverage for the year 2001 and thereafter, the Minneapolis Board of Business Agents shall be entitled to select up to five representatives to participate with the Employer in negotiating with Health Care Benefit Plan providers regarding the terms and conditions of coverage that are consistent with the benefits covered under the collective bargaining agreements between the Employer and the certified exclusive representatives of its employees. The representatives shall have no authority to veto any decision made by the Employer. However, in no instance shall this be interpreted as the bargaining units giving up their rights under MN Stat. 471.6161.

Subd. 4. If any other employee group, excluding elected officials, receives a greater contribution from the Employer, the employees represented by this exclusive representative will also be entitled to the same contribution from the Employer as such other group.

Section 16.02 - Group Life Insurance

Permanently certified full-time employees shall be enrolled in the Employer's group term life insurance policy and shall be provided with the coverages specified therein in the face amount of ten thousand dollars ($10,000.00). Coverage shall become effective no later than the first of the month following thirty (30) days of employment, provided they are actively employed. Where employees meet eligibility requirements when they are not on active status, they will be eligible to enroll upon their return to active status. The Employer shall pay the required premiums for the above amounts and shall continue to provide arrangements for employees to purchase additional amounts of life insurance.

Section 16.03 - Group Dental Insurance

Permanently certified full-time employees shall be enrolled, along with their eligible dependents in the Employer's group dental insurance policy and shall be provided with the coverages specified therein. Coverage shall become effective no later than the first of the month following thirty (30) days of employment, provided they are actively employed. Where employees meet eligibility requirements when they are not on active status, they will be eligible to enroll upon their return to active status. The Employer shall pay the required premiums for the policy on a single/family composite basis.

Section 16.04 – Long Term Disability Insurance

Effective January 1, 2002, permanently certified full-time employees shall be enrolled in the Employer's group long term disability insurance policy and shall be provided with the coverages specified therein. Coverage shall become effective no later than the first of the month following thirty (30) days of employment, provided they are actively employed. Where the employees are not on active status, they will be eligible to enroll upon their return to active status. The Employer shall pay the required premiums for the policy.

Section 16.05 - MinneFlex

Employees who have established enrollment eligibility under the provisions of Section 16.01, Subd. 1 of this article, shall be provided an opportunity to participate in the City's *MinneFlex* Plan - a qualified plan which provides special tax advantages to employees under *IRS Code* Section 125. The *Plan Document* shall control all questions of eligibility, enrollment, claims and benefits.

ARTICLE 17
WORK RULES

The Employer has reserved the right to establish and modify from time-to-time, reasonable rules and regulations which are not inconsistent with the provisions of this Agreement. The Employer shall meet and confer with the Association on additions or changes to existing rules and regulations prior to their implementation.

Whenever there is a change in Work Rules, the effected employees will receive a written copy of the modified rule. The employee will be required to sign for the receipt of the modified rule.

ARTICLE 18
DISCRIMINATION PROHIBITED

In the application of this Agreement's terms and provisions, no employee shall be discriminated against in an unlawful manner as defined by applicable City, state and/or federal law or because of an employee's political affiliation. The Parties recognize *sexual harassment* as defined by City, state and/or federal regulations to be unlawful discrimination within the meaning of this article.

Further, the Minneapolis Foremens Association recognizes the continued problem that the City of Minneapolis has with claims of hostility in the workplace. The Association also acknowledges the role and responsibility of the Supervisor in the workplace and will work to assure that Supervisors will not support the harassment of any employee. It pledges to continue to work with the City to prevent these issues from occurring by partnering in development of appropriate training, evaluation of current systems which may be causing such problems, and appropriate interventions which may help resolve conflict in work site problems. It will also work with the City in communicating the values of the City, and the initiatives that will help to create healthier work environments, for all of the Departments represented by the Association.

ARTICLE 19
SAFETY

Section 19.01 - Mutual Responsibility

It shall be the policy of the Employer to provide for the safety of its employees by providing safe working conditions, safe work areas and safe work methods. Employees shall have the responsibility to use all provided safety equipment and procedures in their daily work, shall cooperate in all safety and accident prevention programs, and shall diligently observe all safety rules promulgated by the Employer. Upon the request of either Party, but not more frequently than once each calendar month, the Association and the Employer shall meet and confer relative to health and safety matters.

Section 19.02 - Safety Shoe Expense Reimbursements

Employees who are required by the Employer to wear safety shoes as a condition of employment shall be eligible to participate in the Employer's Safety Shoe Expense Reimbursement Program. Such program shall provide up to one hundred dollars ($100.00) annually. The employee has the option of a one (1) year carry over. The carry over potential shall be two hundred dollars ($200.00). Employees shall be required to submit adequate proof of purchase or repair before reimbursements are made.

Section 19.03 - Medical Evaluations

In the event the Employer requires an employee to undergo a medical evaluation for any reason, either by the employee's personal physician or by a physician of the Employer's selection, the Employer shall pay the fee charged for such examination if such fee is not covered through the health insurance program made available to employees by the Employer and compensate the involved employee at his/her regular, straight-time rate of pay for regularly scheduled work time the employee was unable to work because of the examination.

Section 19.04 - Safety Glasses

Employees who are required by the Employer to wear safety glasses as a condition of employment shall be eligible to participate in the Employer's Safety Glasses Program. Such program shall provide one (1) pair of required safety glasses (lenses and frames which meet the Employer's specifications) to eligible employees at the time of initial eligibility and shall include provisions for replacement lenses and frames upon breakage or prescription changes. The program shall not, however, provide reimbursement to eligible employees for costs associated with eye examinations nor shall it provide replacement lenses or frames if issued glasses are lost.

Section 19.05 - Benefits During Workers' Compensation Absences

Employees who are unable to work due to a work-related illness or injury and who are placed on a workers' compensation leave of absence shall continue to receive medical, life and dental

insurance benefits until they have either been released for work with temporary restrictions or have reached maximum medical improvement and/or permanent restrictions whichever occurs sooner. Further they shall continue to accrue sick leave and vacation benefits as if they were actively employed during the first thirty (30) calendar days of the leave. Employees shall be compensated for all work time lost on the day a work-related injury occurs where medical treatment is necessary. Moreover, such employees shall be compensated for up to one (1) hour of work time for each fitness for duty examination which occurs during the employee's absence. Such compensation shall not be paid, however, where the employee is drawing workers' compensation *lost time* benefits.

Section 19.06 - Work Uniforms: Sanitation Division

Permanent employees, upon their permanent assignment to the Sanitation Division, shall receive an initial *standard issue* of work uniforms consisting of five (5) shirts, five (5) pants, one (1) jacket, one (1) rain suit and work gloves/choppers, the value of which shall not exceed fifty-seven dollars and fifty cents ($57.50), without cost to such employees. On an annual basis thereafter, worn work uniform items, except work gloves/choppers, shall be replaced by the Employer without cost to employees on a demonstrated need basis.

Section 19.07 – Drug and Alcohol Testing

Employees may be tested for drugs and/or alcohol pursuant to the provisions of the Reasonable Suspicion Drug and Alcohol Testing LOA which is attached hereto and made a part of this Agreement as if more fully set forth herein.

ARTICLE 20
LABOR-MANAGEMENT COMMITTEE

The Association and the employer agree to form and implement a Labor Management Committee (LMC). The LMC will consist of an equal number of representatives from both the Association and the employer.

The main functions shall be to: confer on all matters of mutual concern including health, safety and working conditions; keep both parties to this contract informed of changes and/or developments caused by conditions other than those covered by this contract; confer over potential problems in an effort to keep such matters from becoming major in scope; and provide a forum for solving problems of the organization. The LMC shall not address matters subject to the grievance procedure except in an effort to resolve a problem prior to implementation. Once a grievance is filed, it shall be excluded from the LMC process.

The LMC shall receive training from the Bureau of Mediation Services, as well as other labor/management training services. The training shall assist the LMC in developing and maintaining a citywide focus in developing an appropriate problem-solving climate.

The LMC shall meet regularly, but no less than once a month, develop its own agenda, and be alternately chaired by representatives of the Association and the employer.

ARTICLE 21
SUBCONTRACTING AND PRIVATIZATION

The Employer shall provide the Association with sixty (60) days written notice prior to the effective date of any subcontract or privatization agreement which may have an adverse effect on bargaining unit employees. At the request of the Association, the Parties shall meet and negotiate in an effort to minimize the adverse effects of the Employer's decision upon affected bargaining unit employees.

ARTICLE 22
COLLECTIVE BARGAINING

Section 22.01 - Entire Agreement

The Parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the Parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Association, for the duration of this Agreement, each waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to, or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the Parties at the time they negotiated or signed this Agreement. This Agreement may, however, be amended during its term by the Parties mutual written agreement.

Section 22.02 - Separability and Savings

In the event any provision of this Agreement is found to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided therefore, such provision shall be voided. All other provisions, however, shall continue in full force and effect.

ARTICLE 23
TERM OF AGREEMENT

Section 23.01 - Term of Agreement and Renewal

The provisions of this Agreement shall become effective on the 1st day of January, 2011 and shall remain in full force and effect through December 31, 2012. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing no later

than ninety (90) calendar days prior to the expiration of this Agreement that it desires to modify the Agreement. In the event such notice is given, negotiations shall commence on a mutually agreeable date.

Section 23.02 - Post-Expiration Life of Agreement

This Agreement shall remain in full force and effect during the full period of negotiations for a successor Agreement.

SIGNATORY PAGE

NOW, THEREFORE, the Parties have caused this Agreement to be executed by their duly authorized representatives whose signatures appear below:

FOR THE CITY:

_____

Timothy Giles Date
Director, Employee Services

APPROVED AS TO FORM:

_____

Assistant City Attorney Date
For City Attorney

CITY OF MINNEAPOLIS:

_____

Steven Bosacker Date
City Coordinator

COUNTERSIGNED:

_____

Finance Officer Date

FOR THE ASSOCIATION:

_____

Ward Jeffers Date
President

_____

David Winslow Date
Vice President

_____

Al Ditty Date
Treasurer

_____

Randy de la Pena Date
Negotiations Team

_____

Remington Edwards Date
Negotiations Team

_____

Laura L. Spartz Date
MFA Labor Counsel

ATTACHMENT "A"
LETTER OF AGREEMENT (LOA)
REASONABLE SUSPICION DRUG AND ALCOHOL TESTING

1. **PURPOSE STATEMENT** - Abuse of drugs and alcohol is a nationwide problem. It affects persons of every age, race, sex and ethnic group. It poses risks to the health and safety of employees of the City of Minneapolis and to the public. To reduce those risks, the City has adopted this LOA concerning drugs and alcohol in the workplace. This LOA establishes standards concerning drugs and alcohol which all employees must meet and it establishes a testing procedure to ensure that those standards are met.

   This drug and alcohol testing LOA is intended to conform to the provisions of the Minnesota *Drug and Alcohol Testing in the Workplace Act* (*Minnesota Statutes* §181.950 through 181.957), as well as the requirements of the federal *Drug-Free Workplace Act of 1988* (*Public Law* 100-690, Title V, Subtitle D) and related federal regulations. Nothing in this LOA shall be construed as a limitation upon the Employer's obligation to comply with federal law and regulations regarding drug and alcohol testing.

   The Human Resources Director is directed to develop and maintain procedures for the implementation and ongoing maintenance of this LOA and to establish training on this LOA and applicable law.

2. **WORK RULES**

   A. No employee shall be under the influence of any drug or alcohol while the employee is working or while the employee is on the Employer's premises or operating the Employer's vehicle, machinery, or equipment, except pursuant to a legitimate medical reason or when approved by the Employer as a proper law enforcement activity.

   B. No employee shall use, possess, sell or transfer drugs, alcohol or drug paraphernalia while the employee is working or while the employee is on the Employer's premises or operating the Employer's vehicle, machinery or equipment, except pursuant to a legitimate medical reason, as determined by the Medical Review Officer, or when approved by the Employer as a proper law enforcement activity.

   C. No employee, while on duty, shall engage or attempt to engage or conspire to engage in conduct which would violate any law or ordinance concerning drugs or alcohol, regardless of whether a criminal conviction results from the conduct.

   D. As a condition of employment, no employee shall engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the Employer's workplace.

   E. As a condition of employment, every employee must notify the Employer of any criminal drug statute conviction no later than five (5) days after such conviction.

   F. Any employee who receives a criminal drug statute conviction, if not discharged from employment, must within thirty (30) days satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law

enforcement, or other appropriate agency.

G. The Employer shall notify the granting agency within ten (10) days after receiving notice of a criminal drug statute conviction from an employee or otherwise receiving actual notice of such conviction.

3. PERSONS SUBJECT TO TESTING

Unless otherwise specified, all employees are subject to testing under applicable sections of this LOA. However, no person will be tested for drugs or alcohol under this LOA without the person's consent. The Employer can request or require an individual to undergo drug or alcohol testing **only under the circumstances described in this LOA**.

4. CIRCUMSTANCES FOR DRUG OR ALCOHOL TESTING

A. **Reasonable Suspicion Testing.** The Employer may, but does not have a legal duty to, request or require an employee to undergo drug and alcohol testing if the Employer or any supervisor of the employee has a reasonable suspicion (a belief based on specific facts and rational inferences drawn from those facts) related to the performance of the job that the employee:

1. Is under the influence of drugs or alcohol while the employee is working or while the employee is on the Employer's premises or operating the Employer's vehicle, machinery, or equipment; or

2. Has used, possessed, sold, purchased or transferred drugs, alcohol or drug paraphernalia while the employee was working or while the employee was on the Employer's premises or operating the Employer's vehicle, machinery or equipment; or

3. Has sustained a personal injury as that term is defined in *Minnesota Statutes* §176.011, Subd. 16, or has caused another person to die or sustain a personal injury; or

4. Was operating or helping to operate machinery, equipment, or vehicles involved in a work-related accident resulting in property damage or personal injury and the Employer or investigating supervisor has a reasonable suspicion that the cause of the accident may be related to the use of drugs or alcohol.

Whenever it is possible and practical to do so, more than one Agent of the Employer shall be involved in reasonable suspicion determinations under this LOA.

B. Treatment Program Testing – The employer may request or require an employee to submit to drug and alcohol testing if the employee is referred for chemical dependency treatment by reason of having a positive test result under this LOA or is participating in a chemical dependency treatment program under an employee benefit plan. In such case, the employee may be required to submit to drug or alcohol testing without prior notice during the evaluation or treatment period and for a period of up to two years following notification that he/she will be subjected to Treatment Program Testing.

C. Unannounced Testing by Agreement. The employer may request or require an employee to

submit to drug and alcohol testing without prior notice on terms and conditions established by a written "last-chance" agreement between the Employer and employee's collective bargaining representative.

D. Testing Pursuant to Federal Law. The employer may request or require an employee to submit to testing as may be necessary to comply with federal law and regulations. It is the intent of this LOA that federal law preempts both state drug and alcohol testing laws and City policies and agreements. If this LOA conflicts with federal law or regulations, federal law and regulations shall prevail. If there are conflicts between federal regulations and this LOA, attributed in part to revisions to the law or changes in interpretations, and when those changes have not been updated or accurately reflected in this policy, the federal law shall prevail.

5. REFUSAL TO UNDERGO TESTING

A. **Right to Refuse** - Employees have the right to refuse to undergo drug and alcohol testing. If an employee refuses to undergo drug or alcohol testing requested or required by the Employer, no such test shall be given.

B. **Consequences of Refusal** - If any employee refuses to undergo drug or alcohol testing requested or required by the Employer, the Employer may subject the employee to disciplinary action up to and including discharge from employment.

C. **Refusal on Religious Grounds** - No employee who refuses to undergo drug or alcohol testing of a blood sample upon religious grounds shall be deemed to have refused unless the employee also refuses to undergo alternative drug or alcohol testing methods.

D. **Failure to Provide a Valid Sample with a Certified Result** – Includes but is not limited to: 1) failing to provide a valid sample that can be used to detect the presence of drugs and alcohol or their metabolites; 2) providing false information in connection with a test; 3) attempting to falsify test results through tampering, contamination, adulteration, or substitution; 4) failing to provide a specimen without a legitimate medical explanation; and 5) demonstrating behavior which is obstructive, uncooperative, or verbally offensive, and which results in the inability to conduct the test.

6. PROCEDURE FOR TESTING

A. **Notification Form** - Before requesting an employee to undergo drug or alcohol testing, the Employer shall provide the individual with a form on which to (1) acknowledge that the individual has seen a copy of the Employer's *Drug and Alcohol Testing LOA*, and (2) indicate consent to undergo the drug and alcohol testing.

B. **Collecting the Test Sample** - The test sample shall be obtained in a private setting, and the procedures for taking the sample shall ensure privacy to employees to the extent practicable, consistent with preventing tampering with the sample. All test samples shall be obtained by or under the direct supervision of a health care professional.

C. **Testing the Sample.** The handling and testing of the sample shall be conducted in the manner specified in Minn. Stat. §181.953 by a testing laboratory which meets, and uses methods of analysis which meet, the criteria specified in subdivisions.1, 3, and 5 of that statute.

D. **Thresholds.** The threshold of a sample to constitute a positive result alcohol, drugs, or their metabolites is contained in the standards of one of the programs listed in MN Statute §181.953, subd 1. The employer shall, not less than annually, provide the unions with a list or *access to a list* of substances tested for under this LOA and the threshold limits for each substance. In addition, the employer shall notify the unions of any changes to the substances being tested for and of any changes to the thresholds at least thirty (30) days prior to implementation.

E. **Positive Test Results** – In the event an employee tests positive for drug use, the employee will be provided, in writing, notice of his/her right to explain the test results. The employee may indicate any relevant circumstance, including over the counter or prescription medication taken within the last thirty (30) days, or any other information relevant to the reliability of, or explanation for, a positive test result.

7. RIGHTS OF EMPLOYEES

Within three (3) working days after receipt of the test result report from the Medical Review Officer, the Employer shall inform in writing an employee who has undergone drug or alcohol testing of:

A. A negative test result on an initial screening test or of a negative or positive test result on a confirmatory test;

B. The right to request and receive from the Employer a copy of the test result report;

C. The right to request within five (5) working days after notice of a positive test result a confirmatory retest of the original sample at the employee's expense at the original testing laboratory or another licensed testing laboratory;

D. The right to submit information to the Employer's Medical Review Officer within three (3) working days after notice of a positive test result to explain that result; indicate any over the counter or prescription medications that the employee is currently taking or has recently taken and any other information relevant to the reliability of, or explanation for, a positive test result;

E. The right of an employee for whom a positive test result on a confirmatory test was the first such result for the employee on a drug or alcohol test requested by the Employer not to be discharged unless the employee has been determined by a Minnesota Licensed Alcohol and Drug Counselor (LADC) or a physician trained in the diagnosis and treatment of chemical dependency to be chemically dependent and the Employer has first given the employee an opportunity to participate in, at the employee's own expense or pursuant to coverage under an employee benefit plan, either a drug or alcohol counseling or rehabilitation program, whichever is more appropriate, as determined by the Employer after consultation with a Minnesota LADC or a physician trained in the diagnosis and treatment of chemical dependency, and the employee has either refused to participate in the counseling or rehabilitation program or has failed to successfully complete the program, as evidenced by withdrawal from the program before its completion;

F. The right to not be discharged, disciplined, discriminated against, or requested or required to undergo rehabilitation on the basis of a positive test result from an initial screening test that has not been verified by a confirmatory test;

G. The right, if suspended without pay, to be reinstated with back pay if the outcome of the confirmatory test or requested confirmatory retest is negative;

H. The right to not be discharged, disciplined, discriminated against, or required to be rehabilitated on the basis of medical history information revealed to the Employer concerning the reliability of, or explanation for, a positive test result unless the employee was under an affirmative duty to provide the information before, upon, or after hire;

I. The right to review all information relating to positive test result reports and other information acquired in the drug and alcohol testing process, and conclusions drawn from and actions taken based on the reports or acquired information;

J. The right to suffer no adverse personnel action if a properly requested confirmatory retest does not confirm the result of an original confirmatory test using the same drug or alcohol threshold detection levels as used in the original confirmatory test.

K. The right to suffer no adverse personnel action based solely on the fact that the employee is requested to submit to a test.

8. ACTION AFTER TEST

The Employer will not discharge, discipline, discriminate against, or request or require rehabilitation of an employee solely on the basis of requesting that an employee submit to a test or the existence of a positive test result from an initial screening test that has not been verified by a confirmatory test.

A. **Positive Test Result.** Where there has been a positive test result in a confirmatory test and in any confirmatory retest (if the employee requested one), the Employer will do the following unless the employee has furnished a legitimate medical reason for the positive test result:

1. **First Offense** - The employee will be referred for an evaluation by an LADC or a physician trained in the diagnosis and treatment of chemical dependency.

   a. If that evaluation determines that the employee has a chemical dependency or abuse problem, the Employer will give the employee an opportunity to participate in, at the employee's own expense or pursuant to coverage under an employee benefit plan, either a drug or alcohol counseling or rehabilitation program, whichever is more appropriate, as determined by the Employer after consultation with an LADC or a physician trained in the diagnosis and treatment of chemical dependency.

   b. If the employee either refuses to participate in the counseling or rehabilitation program or fails to successfully complete the program, as evidenced by withdrawal or discharge from the program before its completion, the Employer may impose discipline, up to and including discharge.

2. **Second Offense** - Where an employee tests positive, and the employee has previously participated in one program of treatment required by the Employer, the Employer may discharge the employee from employment.

B. **Suspensions and Transfers.**

1. **Pending Test Results From an Initial Screening Test or Confirmatory Test.** While awaiting the results from the Medical Review Officer, the employee shall be allowed to return to work unless the Employer reasonably believes that restrictions on the employee's work status are necessary to protect the health or safety of the employee, other City employees, or the public, and the conduct upon which the employee became subject to drug and alcohol testing would, independent of the of the results of the test, be grounds for discipline. In such circumstances, the employer may temporarily suspend the tested employee with pay, place the employee on paid investigatory leave or transfer the employee to another position at the same rate of pay.

2. **Pending Results of Confirmatory Retest. Confirmatory retests of the original sample are at the employee's own expense.** When an employee requests that a confirmatory retest be conducted, the employer may place the employee on unpaid leave, place the employee on paid investigatory leave or transfer the employee to another position at the same rate of pay provided the Employer reasonably believes that restrictions on the employee's work status are necessary to protect the health or safety of the employee, other City employees, or the public. An employee placed on unpaid leave may use his/her accrued and unused vacation or compensatory time during the time of leave. An employee who has been placed on unpaid leave must be made whole if the outcome of the confirmatory retest is negative.

3. **Rights of Employee in Event of Work Restrictions.** In situations where the employee is not allowed to remain at work until the end of his/her normal work day pursuant to this paragraph B, the Employer may not prevent the employee from removing his/her personal property, including but not limited to the employee's vehicle, from the Employer's premises. If the employer reasonably believes that upon early dismissal from work under this paragraph the employee is about to commit a criminal offense by operating a motor vehicle while impaired by drugs or alcohol, the Employer may advise the employee that 911 will be called if the employee attempts to drive or call 911 before dismissing the employee from work so that a law enforcement officer may determine whether the employee is able to operate a motor vehicle legally. This LOA is not applicable with regard to any such determination by a law enforcement officer.

C. **Other Misconduct** - Nothing in this LOA limits the right of the Employer to discipline or discharge an employee on grounds other than a positive test result in a confirmatory test, subject to the requirements of law, the rules of the Civil Service Commission, and the terms of any applicable collective bargaining agreement. For example, if evidence other than a positive test result indicates that an employee engaged in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the Employer's workplace, the employee may

receive a warning, a written reprimand, a suspension without pay, a demotion, or a discharge from employment, depending upon the circumstances, and subject to the above requirements.

D. **Other Consequences** – Other actions may be taken pursuant to Civil Service Rules, collective bargaining agreements or laws.

E. **Treatment Program Testing –** The Employer may request or require an employee to undergo drug and alcohol testing if the employee has been referred by the employer for chemical dependency treatment or evaluation or is participating in a chemical dependency treatment program under an employee benefit plan, in which case the employee may be requested or required to undergo drug or alcohol testing without prior notice during the evaluation or treatment period and for a period of up to two years following completion of any prescribed chemical dependency treatment program.

9. DATA PRIVACY

The purpose of collecting a body component sample is to test that sample for the presence of drugs or alcohol or their metabolites. A sample provided for drug or alcohol testing will not be tested for any other purpose. The name, initials and social security number of the person providing the sample are requested so that the sample can be identified accurately but confidentially. Information about medications and other information relevant to the reliability of, or explanation for, a positive test result is requested to ensure that the test is reliable and to determine whether there is a legitimate medical reason for any drug or alcohol in the sample. All data collected, including that in the notification form and the test report, is intended for use in determining the suitability of the employee for employment. The employee may refuse to supply the requested data; however, refusal to supply the requested data may affect the person's employment status. The Employer will not disclose the test result reports and other information acquired in the drug or alcohol testing process to another employer or to a third party individual, governmental agency, or private organization without the written consent of the person tested, unless permitted by law or court order.

10. APPEAL PROCEDURES

A. Employees may appeal discipline imposed under this LOA through the Dispute Resolution Procedure contained in the Collective Bargaining Agreement (i.e. grievance procedure) or to the Minneapolis Civil Service Commission.

B. Concerning disciplinary actions taken pursuant to this drug and alcohol testing LOA, available Civil Service Commission appeal procedures are as follows:

1) Non-Veterans on Probation: An employee who has not completed the probationary period and who is not a Veteran has no right of appeal to the Civil Service Commission.

2) Non-Veterans After Probation: An employee who has completed the probationary period and who is not a Veteran has a right to appeal to the Civil Service Commission only a suspension of over thirty (30) days, a permanent demotion (including salary decreases), or a discharge, if the employee submits a notice of appeal within ten (10) calendar days of the date of mailing by the Employer of notice of the disciplinary action.

3) Veterans: An employee who is a Veteran has a right to appeal to the Civil Service Commission a permanent demotion (including salary decreases), or a discharge, if the employee submits a notice of appeal within sixty (60) calendar days of the date of mailing by the Employer of notice of the disciplinary action, regardless of status with respect to the probationary period. An employee who is a Veteran has a right to appeal to the Civil Service Commission a suspension of over thirty (30) days if the employee submits a notice of appeal within ten (10) calendar days of the date of mailing by the Employer of notice of the disciplinary action. An employee who is a Veteran may have additional rights under the Veterans Preference Act, *Minnesota Statutes* §197.46.

C. All notices of appeal to the Civil Service Commission must be submitted in writing to the Minneapolis Civil Service Commission, 250 South 4th Street - Room #100, Minneapolis, MN 55415-1339.

D. An employee may elect to seek relief under the terms of his/her collective bargaining agreement by contacting the appropriate Union and initiating grievance procedures in lieu of taking an appeal to the Civil Service Commission.

11. **EMPLOYEE ASSISTANCE**

Drug and alcohol counseling, rehabilitation, and employee assistance are available from or through the Employer's employee assistance program provider(s) (E.A.P.).

12. **DISTRIBUTION**

Each employee engaged in the performance of any federal grant or contract shall be given a copy of this LOA.

13. **DEFINITIONS**

A. ***Confirmatory Test*** and ***Confirmatory Retest*** mean a drug or alcohol test that uses a method of analysis allowed by the Minnesota *Drug and Alcohol Testing in the Workplace Act* to be used for such purposes.

B. ***Controlled Substance*** means a drug, substance, or immediate precursor in Schedules I through V of Minnesota Statute § 152.02.

C. ***Conviction*** - means a finding of guilt (including a plea of nolo contendere (no contest)) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of federal or state criminal drug statutes.

D. ***Criminal Drug Statute*** means a federal or non-federal criminal statute involving the manufacture, distribution, dispensing, use or possession of any controlled substance.

E. ***Drug*** means a controlled substance as defined in *Minnesota Statutes* §152.01, Subd. 4.

F. ***Drug and Alcohol Testing***, ***Drug or Alcohol Testing***, and ***Drug or Alcohol Test*** mean analysis of a body component sample approved according to the standards established by the Minnesota

Drug and Alcohol Testing in the Workplace Act, for the purpose of measuring the presence or absence of drugs, alcohol, or their metabolites in the sample tested.

G. ***Drug-Free Workplace*** means a site for the performance of work done in connection with any federal grant or contract at which employees are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance.

H. ***Drug Paraphernalia*** has the meaning defined in *Minnesota Statutes* §152.01, Subd. 18.

I. ***Employee*** for the purposes of this LOA means a person, independent contractor, or person working for an independent contractor who performs services for the City of Minneapolis for compensation, in whatever form, including any employee directly engaged in the performance of work pursuant to the provisions of any federal grant or contract.

J. ***Employer*** means the City of Minneapolis acting through a department head or any designee of the department head.

K. ***Federal Agency*** or ***Agency*** means any United States executive department, military department, government corporation, government controlled corporation, any other establishment in the executive branch or any independent regulatory agency.

L. ***Grant*** means an award of financial assistance - including a cooperative agreement - in the form of money, or property in lieu of money, by a federal agency directly to a grantee. The term *grant* includes block grant and entitlement grant programs. The term does not include any benefits to veterans or their families.

M. ***Grantee*** means a person who applies for or receives a grant directly from a federal agency. The place of performance of a grant is wherever activity under the grant occurs.

N. ***Individual*** means a grantee/contractor who is a natural person. This wording emphasizes that an individual differs both from an organization made up of more than one individual and from corporations, which can be regarded as a single "person" for some legal purposes.

O. ***Initial Screening Test*** means a drug or alcohol test which uses a method of analysis allowed by the Minnesota Drug and Alcohol Testing in the Workplace Act to be used for such purposes.

P. ***Legitimate Medical Reason*** means (1) a written prescription, or an oral prescription reduced to writing, which satisfies the requisites of *Minnesota Statutes* §152.11, and names the employee as the person for whose use it is intended; and (2) a drug prescribed, administered and dispensed in the course of professional practice by or under the direction and supervision of a licensed doctor, as described in *Minnesota Statutes* §152.12; and (3) a drug used in accord with the terms of the prescription. Use of any over-the-counter medication in accord with the terms of the product's directions for use shall also constitute a *legitimate medical reason*.

Q. ***Medical Review Officer*** means a physician certified by a recognized certifying authority who reviews forensic testing results to determine if a legitimate medical reason exists for a laboratory result.

R. ***Positive Test Result*** means a finding of the presence of alcohol, drugs or their metabolites in the sample tested in levels at or above the threshold detection levels as published by the employer

pursuant to Section 6 D of this LOA.

S. ***Reasonable Suspicion*** means a basis for forming a belief based on specific facts and rational inferences drawn from those facts.

T. ***Under the Influence*** means having the presence of a drug or alcohol at or above the level of a positive test result.

U. ***Valid Sample with a Certified Result*** means a body component sample that may be measured for the presence or absence of drugs, alcohol or their metabolites.

NOW THEREFORE, the Parties have caused this *Letter of Agreement* to be executed by their duly authorized representative whose signatures appear below.

FOR THE EMPLOYER:	**FOR THE ASSOCIATION:**
_____	_____
Timothy O. Giles Date	Laura L. Spartz Date
Director, Employee Services	Labor Counsel, MFA

CITY OF MINNEAPOLIS
NOTIFICATION AND CONSENT FORM FOR DRUG AND ALCOHOL TESTING
(REASONABLE SUSPICION)
AND DATA PRACTICES ADVISORY

I acknowledge that I have seen and read the City of Minneapolis *Drug and Alcohol Testing LOA*. I hereby consent to undergo drug and/or alcohol testing pursuant to said LOA, and I authorize the City of Minneapolis through its agents and employees to collect a sample from me for those purposes.

I understand that the procedure employed in this process will ensure the integrity of the sample and is designed to comply with medicolegal requirements.

I understand that the results of this drug and alcohol testing may be discussed with and/or made available to my employer, the City of Minneapolis. I further understand that the results of this testing may affect my employment status as described in the LOA.

The purpose of collecting a sample is to test that sample for the presence of drugs and alcohol. A sample provided for drug and alcohol testing will not be tested for any other purpose. The name, initials and social security number of the person providing the sample may be requested so that the sample can be identified accurately but confidentially. Information about medications and other information relevant to the reliability of, or explanation for, a positive test result will be requested by the Medical Review Officer (MRO) to ensure that the test is reliable and to determine whether there is a legitimate medical reason for any drug, alcohol, or their metabolites in the sample.

The MRO may only disclose to the City of Minneapolis test result data regarding presence or absence of drugs, alcohol, or their metabolites, in a sample tested. The City of Minneapolis or laboratory may not disclose the test result reports and other information acquired in the drug testing process to another employer or to a third party individual, governmental agency, or private organization without the written consent of the person tested, unless permitted by law or court order. Evidence of a positive test result on a confirmatory test may be: (1) used in an arbitration proceeding pursuant to a collective bargaining agreement, an administrative hearing under Minnesota Statutes, Chapter 43A or other applicable state or local law, or a judicial proceeding, provided that information is relevant to the hearing or proceeding; (2) disclosed to any federal agency or other unit of the United States government as required under federal law, regulation, or order, or in accordance with compliance requirements of a federal government contract; and (3) disclosed as required by law, court order, or subpoena. Positive test results may not be used as evidence in a criminal action against the employee tested.

_____	_____
Name (Please Print or Type)	Social Security Number
_____	_____
Signature	Date and Time
_____	_____
Witness	Date and Time

ATTACHMENT "B"
Amended 10-7-2011

CITY OF MINNEAPOLIS

and

MINNEAPOLIS FOREMEN'S ASSOCIATION
(Foremen Unit)

LETTER OF AGREEMENT
Job Bank and Related Matters

The above-entitled Parties are signatory to a Labor Agreement which most recently took effect on January 1, 2011 (the "Labor Agreement"). This Letter of Agreement outlines additional agreements reached by the Parties during the course of the collective bargaining which resulted in the making of the Agreement and which the Parties now desire to confirm.

GENERAL PROVISIONS

The Employer has created a *Job Bank* as a component of its resources allocation (budget) process. The purpose of the Job Bank is to assist the Employer and its employees during a time of major restructuring and change caused by unyielding demands for municipal service in the face of decreasing funding. It is the Employer's intention, to the extent feasible under these circumstances, to identify employment opportunities for employees whose positions are eliminated through reassignment, retraining and out-placement support. One of the purposes of the Job Bank process is to minimize, to the extent possible, the disruption normally associated with contractual "bumping" and layoff procedures to both the Employer and affected employees.

The Job Bank process shall be administered in a manner which is consistent with the Employer's desire to treat affected employees with dignity and respect at a difficult time in their relationship and to provide as much information and assistance to them as may be reasonably possible and practical within the limited resources available.

The term "Recall List" as used in this Agreement means the list of employees who are laid off from employment with the City or removed from their position by reason of a reduction in the size of the workforce, and who retain a right to return to their prior job classification pursuant to the terms of the Labor Agreement and/or Civil Service rules.

JOB BANK PROCESS AND PROCEDURE

I. Job Bank Assignment

1. Regular (*permanently certified*) employees whose positions are eliminated shall receive formal, written notification to that effect from the appointing authority of the department to which they are assigned. If a position is to be eliminated in any department, the employee with the least amount of seniority in the particular job class within the impacted division/department will be placed in the job bank, regardless of performance, assignment, function or other consideration. For the purposes of this section, a division is defined as an operational unit headed by a supervisory director or deputy who reports directly to a department head. If a department is of such a size as to have no distinct divisions, the department shall be treated as a division. Whether the layoff will be implemented relative to the least senior in a division or department will be determined by the terms of the Labor Agreement covering the impacted positions.

2. Such employees shall be assigned to the Job Bank. Employees whose positions have been eliminated based on the Employer's regular annual budget process, including the Mayor's proposed budget and/or the final annual City budget as passed by the City Council, or as otherwise ordered by the City Council, are entitled to a sixty (60) day tenure in the job bank. All positions eliminated based on the Mayor's proposed budget and/or the final annual City budget as passed by the City Council must be so eliminated after the Mayor's proposed budget is announced but no later than January 1, of the next budget cycle (unless the department/division intends to eliminate at a later date as part of their final annual budget for that year). Employees whose positions have been eliminated based on any mid-cycle budget or revenue reductions not controlled by the Mayor and the City Council, are entitled to a thirty (30) day tenure in the job bank, or until they are reassigned, whichever may first occur. All such employees in the Job Bank shall have extended job bank services for as long as they remain on a recall list. During such period such laid off employees shall form a pool for "restricted examination" for positions for which they may be qualified. The employee will notify the City of their interest in being considered. The Union will assist in notifying these employees of vacancies to be filled. A permit position shall be considered a "vacancy" if it is in a job classification impacted by the workforce reduction and if more than 60 days remain on the permit.

3. Permit and temporary employees whose employment is terminated are not eligible for Job Bank assignment or benefits. Certified temporary employees shall, however, be eligible for the Job Bank activities described in paragraphs 2(c) below.

II. Job Bank Activities

1. While affected employees are assigned to the Job Bank, they shall continue in their positions with no change in pay or benefits. While so assigned, however, affected employees may be required to perform duties outside of their assigned job classifications and/or they may be required to perform such duties at a different location as determined by the Employer.

2. While affected employees are assigned to the Job Bank, the Employer shall make reasonable efforts to identify vacant positions within its organization which may

provide continuing employment opportunities and which may be deemed suitable for affected employees by all concerned.

a. **Lateral Transfer.** Employees may request to be transferred to a vacant position in another job classification at the same MCSC Grade level provided they meet the minimum qualifications for the position.

i. Seniority Upon Transfer. In addition to earning job classification seniority in their new title, transferred employees shall continue to accrue job classification seniority in their former title and they shall have the right to return to their former title if the position to which they have transferred is later eliminated. In the event the transfer is to a formerly held job classification, seniority in the new (formerly held) title shall run from the date upon which they were first certified to the former classification.

ii. Pay Upon Transfer. The employee's salary in the new position will be their former salary or that of the next available step in the pay progression schedule for the new title which provides for an increase in salary if no equal pay progression step exists. If the employee's salary in the former position is greater than the maximum salary applicable to the new title, the employee's salary will be *red circled* until the maximum salary for the new title meets the employees' red circled rate. Such employees shall, however, be eligible for fifty percent (50%) of the negotiated general increase occurring during the term of the Agreement. Lateral transfers shall not affect anniversary dates of employment for pay progression purposes.

iii. Probationary Periods. Employees transferring to a different title will serve a six (6) calendar month probationary period. In the event the probationary period is not satisfactorily completed, the affected employee shall be returned to Job Bank assignment and the employee's "bumping", layoff or transfer rights under the Agreement or other applicable authority shall be restored to the same extent such rights existed prior to the employee taking the probationary position. Upon the affected employee's first such return to the Job Bank, the employee shall be entitled to remain in the Job Bank for the greater of ten (10) business days, or the duration of the applicable Job Bank period, as determined under Article I, paragraph 2, that remained as of the date the employee began in the probationary position. The rate of compensation for the remainder of the employee's time in the Job Bank will be the same as the rate in effect as of the employee's last day in the probationary position. Return to the Job Bank terminates the employee's work in the probationary assignment and, therefore, time served following the return to the Job Bank shall not be construed to count toward the completion of the probationary period.

b. **Reassignment.** The Employer reserves the right to transfer an employee in the Job Bank to a new position and/or duty location within their job classification at

a time determined to be appropriate by the Employer. Such reassignments terminate the affected employee's assignment to the Job Bank. If the Labor Agreement covering the job classification of the employee reassigned under this paragraph specifically permits a probationary period upon reassignment, the provisions of subparagraph a.iii., above, shall apply as if the reassignment had been a transfer.

c. **Filling Vacant Positions.** During the time the procedures outlined herein are in effect, position vacancies to be filled shall first be offered to regular employees who have a contractual right to be recalled to a position in the involved job classification or who may have a right to "bump" or transfer to the position, as the case may be. In such circumstances, the seniority provisions of the Agreement shall be observed. If no regular employee has a contractual right to the position, the following shall be given consideration in the order (priority) indicated below:

1st Priority:	Qualified Job Bank employees
2nd Priority:	Employees on a recall list
3rd Priority:	Employee applicants from a list of eligibles
4th Priority:	Displaced certified temporary employees
5th Priority:	Non-employee applicants from a list of eligibles

The qualifications of an employee in the Job Bank or on a recall list shall be reviewed to determine whether he/she meets the qualifications for a vacant position. Whether the employee can be trained for a position within a reasonable time (not to exceed three months) shall be considered when determining the qualifications of an employee. If it is determined that the employee does not meet the qualifications for a vacant position, the employee may appeal to the Director of Human Resources. If it is determined that an employee in the Job Bank is qualified for a vacant position, the employee shall be selected. The appointing authority may appeal the issue of whether the employee is qualified. The dispute shall be presented to and resolved by the Job Bank Steering Committee.

If it is determined that an employee on a recall list is qualified for a vacant position, the employee will be given priority consideration and may be selected. Appeals regarding employees on a recall list and their qualifications for a position will be handled by the Civil Service Commission.

The grievance procedure under the Labor Agreement shall not apply to determinations as to qualifications of the employee for a vacant position.

3. During their assignment to the Job Bank, affected employees will be provided an opportunity to meet with the Employer's Placement Coordinator to discuss such matters as available employment opportunities with the Employer, skills assessments, training and/or retraining opportunities, out-placement assistance and related job transition subjects. Involvement in these activities will be at the discretion of the employee. Further, affected employees will be granted reasonable time off with pay for the purpose of attending approved skills assessment, training and job search activities.

Displaced certified temporary employees are eligible for the benefits described in this paragraph. These services shall be provided to the Job Bank employee at no cost to the employee.

III. Layoff, Bumping and Retirement Considerations

1. A "Primary Impact Employee" is an employee who enters the Job Bank due to the elimination of his/her position. A "Secondary Impact Employee" is an employee who enters the Job Bank because he/she may be displaced by a Primary Impact Employee. All affected employees may exercise the displacement, "bumping" and/or layoff rights immediately. A Primary Impact Employee must exercise displacement or bumping rights within forty-five (45) days of entering the Job Bank (or within twenty-two [22] days of entering the Job Bank for an employee entitled to 30-days in the Job Bank). A Primary Impact Employee who exercises his/her displacement or bumping rights within the first thirty (30) days from entering the Job Bank (within the first fifteen [15] days for an employee entitled to 30-days in the Job Bank) shall have 8 hours added to the employee's vacation bank. A Secondary Impact Employee must exercise his/her displacement or bumping rights within seven (7) calendar days of being displaced or bumped. Displacement and bumping rights shall be forfeited unless exercised by the deadlines specified in this paragraph or in the provisions of 2.a *iii*, Lateral Transfers, above. Regardless of when bumping rights are exercised, any change in the compensation of the employee resulting from the exercise of bumping rights shall not take effect until after the employee's term in the Job Bank would have expired had the employee remained in the Job Bank for the maximum period.

2. If an affected employee is unable to exercise any "bumping" rights, or forfeits their bumping rights, under the Agreement or other authority and has not been placed in another City position, the employee shall be laid off and placed on the appropriate recall list with all rights pursuant to the relevant Labor Agreement provisions, if any, and all applicable Civil Service rules. In addition, they shall be eligible for the benefits described as follows:
   (a) The level of coverage, single or family, shall continue at the level of coverage in effect for the laid off employee as of the date of layoff.
   (b) The health/dental plan that shall be continued shall be the plan in effect for the employees as of the date of layoff.
   (c) The City shall pay one hundred (100) percent of the premiums for the first six (6) months of COBRA continuance at the level of coverage and plan selected by the employee and in effect on the date of the layoff.

   The terms of this provision relating to the continuation of insurance benefits will expire on December 31, 2013. The City Council must take specific action to extend these terms relating to the continuation of insurance benefits if the City Council wants those specific insurance benefits to apply to laid off employees after December 31, 2013.

3. If eligible, affected employees may elect retirement from active employment under the provisions of an applicable pension or retirement plan. In such event, affected employees will be eligible for any available Retirement Incentive that is agreed to by the Parties.

IV. Dispute Resolution. Disputes regarding the application or interpretation of this Agreement are subject to the grievance procedure under the Labor Agreement between the parties, except as specifically provided here. A dispute regarding the application or interpretation of this Agreement that needs to be resolved during an employee's time in the Job Bank may be submitted to the Job Bank Steering Committee. The decision of the Job Bank Steering Committee will be binding on the parties. Submission to the Job Bank Steering Committee shall not preclude the filing of a grievance on the issue. However, the decision of the Steering Committee shall be admissible in an arbitration hearing on such grievance.

The provisions of this *Letter of Agreement* associated with the Job Bank Program shall become effective upon the approval of the Employer's Council and Mayor. The Job Bank procedures outlined herein shall be observed after the negotiated termination date of the Labor Agreement between the Parties, and expire on December 31, 2012.

To the extent that there is any conflict between the terms of this *Letter of Agreement* and the Labor Agreement, the Labor Agreement shall prevail.

NOW THEREFORE, the Parties have caused this *Letter of Agreement* to be executed by their duly authorized representative whose signatures appear below.

FOR THE EMPLOYER:

Timothy O. Giles Date
Director, Employee Services

FOR THE ASSOCIATION:

Laura L. Spartz Date
Labor Counsel, MFA

ATTACHMENT "C"

CITY OF MINNEAPOLIS

and

MINNEAPOLIS FOREMENS ASSOCIATION

LETTER OF AGREEMENT
Return to Work/Job Bank Program and Related Matters

The City of Minneapolis and the MINNEAPOLIS FOREMENS ASSOCIATION (hereinafter referred to as the Employer and the Association, respectively or the Parties, collectively) have entered into a collective bargaining agreement (the Agreement) for the period from January 1, 2011 through December 31, 2012. The Agreement covers the terms and conditions of employment of certain employees of the Employer who are represented for purposes of collective bargaining by the Union. This Letter of Agreement outlines additional agreements between the Parties which were reached during the term of the Agreement and which the Parties now desire to confirm.

GENERAL PROVISIONS OF THE RETURN TO WORK PROGRAM:

The employee's Return to Work Program provides for the timely return to work of employees injured on the job who have temporary and/or permanent restrictions. This program will assist active employees in finding temporary assignments within their medical restrictions; it is not intended to provide services to temporary employees or sworn employees. Participation in the Return to Work Program is based on a medical release to return to work. Upon receipt of the medical release, the employer shall make every effort to provide appropriate work activity within three (3) working days of the receipt of the medical release.

If there is a question about the employee's medical release, the City's consulting physician shall make the final determination of an employee's ability to return to work. If the employer is unable to offer appropriate work within the employee's limitations, the employer shall provide for the employer's portion of the health care benefit while the employee is in the Return to Work Program. Continuing eligibility in the Return to Work Program is based upon receipt of medical data documenting the employee's functional improvement. In addition, compliance with the Workers' Compensation Statutes, Return to Work Policy, Minneapolis Code of Ordinances §20.860, applicable rules and this Agreement is mandatory. Compliance will be monitored by the Claims Coordinator/ Return to Work Coordinator. Failure to comply with the requirements of this program may result in termination of their participation. Compliance with the program will be determined by the employer.

RETURN TO WORK PROCESS:

Eligibility: Injured, non-sworn, City employees who have been permanently certified or appointed and were injured on the job after June 1, 1995.

RTW – Phase I

When an injured employee receives medical restrictions that prevent return to the preinjury job, the employee is placed in the Return to Work Program. Placement attempts for injured employees shall first be to the employee's existing job, if restrictions permit, then to modified duty assignments within the employee's originating unit, then to a modified duty assignment within the employee's originating department. If no modified duty assignment is currently available in the employee's department, placement will take place through a citywide search. The employee will continue to receive his/her pre-injury salary and benefits for the first thirty (30) days after the medical release with restrictions. While so assigned, however, injured employees may be required to perform duties outside of their assigned job classifications and/or they may be required to perform such duties in a different location, as determined by the Employer.

RTW – Phase II

If continued medical restrictions prevent the employee from returning to the preinjury position, the employee shall continue in the Return to Work Program until Maximum Medical Improvement (MMI) and/or permanent restrictions are reached. After the initial thirty (30) days of temporary assignment the employee will be detailed to a job classification that most accurately reflects the duties he/she is or will be performing. Wage losses attributable to assignment to a modified duty assignment or due to restrictions that reduce time at work will be paid at the temporary partial disability rate, in accordance with the Workers' Compensation Act.

If at any time during this Program the employee does not follow the work restrictions of the physician or refuses a light duty assignment, they will be removed from the program.

RTW – Phase III

JOB BANK PROCESS:

The employer has created a Job Bank component to the Return to Work Program. The purpose of the Return to Work/Job Bank Program is to assist the injured worker in returning to a different job within the City if the employee is unable to perform the duties of the preinjury position as a result of a work injury arising out of and in the course of employment for the City. It is the employer's intention, to the extent feasible under the circumstances, to identify employment opportunities for employees through reassignment, retraining and out-placement support. One of the goals of the Return to Work/Job Bank is to minimize, to the extent possible, the disruption normally associated with work-related injuries and return to work in alternative assignments. Mutual cooperation and participation is necessary in order to accomplish this objective.

1. Eligibility: When the injured employee reaches Maximum Medical Improvement (MMI) and/or permanent restrictions and those restrictions prevent the employee from returning to the preinjury position, he/she shall be afforded the Job Bank Program if one so exists.

2. The services and benefits of the Job Bank will apply to employees injured on the job as long as the employee complies with the Workers' Compensation Statutes, Return to Work Policy, Minneapolis Code of Ordinances §20.860, applicable rules and this Agreement. Employee compliance will be determined by the City. These services and benefits include:

    a) 120-day tenure
    b) Job interviews/Placement opportunities
    c) Skills assessment

d) Training opportunities
e) Job-seeking classes
f) Health insurance continuation, if separated from employment, as provided for in the Minneapolis Code of Ordinances, §20.900.

3. Employees will be offered a temporary light duty assignment consistent with the restrictions. If the employee declines the temporary light duty assignment he/she will have the option to use any accrued paid leave and will remain eligible for other Job Bank benefits. If the employee accepts the temporary light duty assignment he/she will receive the preinjury salary while in the Job Bank Program. Such salary will be paid by the Workers' Compensation fund.

4. Any Family Medical Leave for which the employee is eligible will run concurrently with the employee's tenure in the Job Bank and with his/her use of accrued paid leave.

5. The department that the employee came from has the primary responsibility for finding temporary assignments for the employee while in the Job Bank. The Return to Work Coordinator/Claims Coordinator, and Qualified Rehabilitation Consultant will aid in determining alternate assignments if the original department is unable to identify temporary assignments.

6. If the injured worker has not been placed in a permanent position after one hundred twenty (120) calendar days, he/she will be separated from City service.

7. Failure to participate in a diligent job search or to comply with the requirements of the Workers' Compensation Law during participation in the Return to Work program or Job Bank may result in termination of Job Bank services and benefits.

8. An employee has no further tenure in the Job Bank after a formal job offer has been made.

Filling Vacant Positions:

During the time the procedures outlined herein are in effect, position vacancies will be filled based on the employees' qualifications. During their assignment to Job Bank, injured workers will be provided an opportunity to meet with a City Placement Coordinator to discuss such matters as available employment opportunities with the City, skills assessments, training and/or retraining opportunities, out placement assistance and related job transition subjects. Further, affected employees will be granted reasonable time off with pay for the purpose of attending approved skills assessment training and job search activities.

- Lateral Transfer. Employees may request to be transferred to a vacant position in another job classification at the same MCSC grade level provided they meet the minimum qualifications for the position.

- Seniority Upon Transfer. In addition to earning job classification seniority in their new title, transferred employees shall continue to accrue job classification seniority in their former title and they shall have the right to return to their former title if the position to which they have transferred is later eliminated as long as the job requirements are consistent with the employee's permanent restrictions. In the event the transfer is to a formerly held job classification, seniority in the new (formerly held) title shall run from

the date upon which they were first certified to the former classification.

- Pay Upon Transfer. The employee's salary in the new position will be supplemented, if necessary, to comply with the Worker's Compensation Statutes. Lateral transfers shall not affect anniversary dates of employment for pay progression purposes.

- Probationary Periods. Employees transferring to a different title will serve a six (6) calendar month probationary period. In the event the probationary period is not satisfactorily completed (either because the involved supervisor has concluded that the employee's performance in the new position is not satisfactory or because the employee is not satisfied with the position), the injured worker shall be returned to a Job Bank assignment for the remaining duration of the one hundred twenty (120) calendar day Job Bank period (or a minimum of thirty (30) calendar days, whichever is greater).

- Reassignment. In accordance with the provisions of the Agreement or other applicable authority the injured worker may be transferred to a new position and/or duty location within their job classification at a time determined to be appropriate by the City. Such transfers terminate the injured employee's assignment to the Job Bank.

SEPARATION AND RETIREMENT CONSIDERATIONS:

Where, upon the expiration of an injured employees one hundred twenty (120) calendar day assignment to the Job Bank, no available or suitable position has been found, the injured employee will be separated from City services.

If eligible, injured employees may elect retirement from active employment under the provisions of applicable pension or retirement plan.

NOW THEREFORE, the Parties have caused this Letter of Agreement to be executed by their duly authorized representative whose signatures appear below.

FOR THE EMPLOYER:	**FOR THE ASSOCIATION:**
_____	_____
Timothy O. Giles Date	Laura L. Spartz Date
Director, Employee Services	Labor Counsel

ATTACHMENT "D"

CITY OF MINNEAPOLIS

and

MINNEAPOLIS FOREMEN ASSOCIATION

LETTER OF AGREEMENT
Health Care Insurance-2011

WHEREAS, the City of Minneapolis (hereinafter "Employer") and the (Bargaining Unit) (hereinafter "Union") are parties to a Collective Bargaining Agreement that is currently in force; and

WHEREAS, the Parties desire to provide quality health care at an affordable cost for the protection of employees, which requires a modification to the current Collective Bargaining Agreement as it relates to the funding of Health Care beginning in 2010; and

NOW, THEREFORE BE IT RESOLVED, that the parties agree as follows for the period January 1, 2011 through December 31, 2011;

1. The City will offer a medical plan through Medica Insurance Company ("Medica"). Employees can elect to enroll in one of three provider networks. Medica Elect and Medica Essential are managed care models and Medica Choice is an open access model.

2. For the period January 1, 2011 through December 31, 2011, the City will pay $372.06 per month for single coverage and $1,297.48 per month for family coverage for employees who enroll in the Elect and Essential networks. The employee will pay the additional monthly premium costs associated with the selected plan through pre-tax payroll deductions.

3. For the period January 1, 2011 through December 31, 2011, the City will pay $381.87 per month for single coverage and $1,321.42 per month for family coverage for employees who enroll in the Choice network. The employee will pay the additional monthly premium cost through pre-tax payroll deductions.

4. The City will continue the Health Reimbursement Arrangement ("the Plan") which was established January 1, 2004 to provide reimbursement of eligible health expenses for participating employees, their spouse and other eligible dependents; and the Voluntary Employees' Beneficiary Association Trust (the "Trust") through which the Plan is funded.

5. The Plan shall be administered by the City or, at the City's discretion, a third party administrator.

6. The City shall designate a Trustee for the Trust. Such Trustee shall be authorized to hold and invest assets of the Trust and to make payments on instructions from the City or, at the City's discretion, from a third party administrator in accordance with the conditions contained in the Plan. Representatives of the City and up to three representatives selected by the Minneapolis Board of Business Agents shall constitute the VEBA Investment Committee which shall meet not less than annually to review the assets and investment options for the Trust.

7. The City shall pay administration fees for Plan members who are current employees and other expenses pursuant to the terms of the Plan. Plan members who have separated from service will be charged an administration fee of $1.50 per month beginning the January 1st following the year in which they incur a one year break in service.

8. The City will make a contribution to the Plan in the annual amount of $996.00 for employees who elect single coverage and $2,004.00 for employees who elect family coverage. -Such City contribution shall be made in monthly installments equal to one-twelfth (1/12) of the designated amount and shall be considered to be contract value in the designated amount.

   By August 1, 2011, the City shall make an additional lump sum contribution to the Plan for employees who are enrolled in the medical plan as of January 1, 2011 and who complete a Medica Health Assessment Questionnaire during the period January 1, 2011 through May 31, 2011. The amount of such additional contribution shall be $84.00 for employees who elect single coverage and $276.00 for employees who elect family coverage. In 2012 and beyond, contributions to the Plan shall return to 2010 levels ($90.00 per month for employees who elect single coverage and $190.00 per month for employees who elect family coverage) and there will be no mandatory wellness programs unless the Parties negotiate a new agreement.

   In the event of a forfeiture required pursuant to Section 5.5(b) of the Plan, following the death of a member who has no surviving spouse or qualified dependents, the amount forfeited will be divided evenly among the Plan accounts of members of the bargaining unit to which the deceased member last belonged. The amount to be forfeited will be calculated as of the date claims for reimbursement are no longer timely pursuant to terms of the Plan. For purposes of eligibility to receive such forfeited amount, bargaining unit membership will be determined on the date such forfeiture is distributed.

9. Future employee contributions for medical plan coverage and/or Plan contribution amounts for 2011 and 2012 shall be determined by the Benefits Sub-committee of the Citywide Labor Management Committee; however, absent a subsequent agreement, the City shall bear 82.5% of any generalized medical premium rate increase and the employees shall bear 17.5% of any generalized medical premium rate increase, as determined by Medica.

10. Between January 1, 2011 and April 30, 2011, the City will provide at least one-half hour of in-service training to all employees explaining the benefits of the Health Assessment and other wellness programming and give employees the opportunity to take the Health Assessment during work time.

11. The Parties agree that, except for City contributions to the Plan or other negotiated payments to a tax-qualified health savings account, incentives, discounts or special payments provided to medical plan members that are not made to reimburse the member or his/her health care provider for health care services covered under the medical plan (e.g. incentives to use health club memberships or take health risk assessments) are not benefits for the purposes of calculating aggregate value of benefits pursuant to Minn. Stat. § 471.6161, Subd. 5.

12. The unions shall continue to be involved with the selection of and negotiations with the medical plan carrier.

13. This agreement does not provide the unions with veto power over the City's decisions.

14. This agreement does not negate the City's obligation to negotiate with the unions as described by Minn. Stat. § 471.6161, Subd. 5.

15. The terms of this agreement shall be incorporated into the Collective Bargaining Agreement as appropriate without additional negotiations.

THE PARTIES have caused this Letter of Agreement to be executed by their duly authorized representative whose signature appears below:

FOR THE CITY OF MINNEAPOLIS:

_____

Timothy O. Giles Date
Director, Employee Services

FOR THE UNION:

_____

Laura L. Spartz, Esq., Date
Labor Counsel, Minneapolis Foremen Association

ATTACHMENT "E"

CITY OF MINNEAPOLIS

and

MINNEAPOLIS FOREMEN ASSOCIATION

LETTER OF AGREEMENT
Health Care Insurance-2012

WHEREAS, the City of Minneapolis (hereinafter "Employer") and Minneapolis Foremen's Association (Bargaining Unit) (hereinafter "Union") are parties to a Collective Bargaining Agreement that is currently in force; and

WHEREAS, the Parties desire to provide quality health care at an affordable cost for the protection of employees, which requires a modification to the current Collective Bargaining Agreement as it relates to the funding of Health Care beginning in 2012 and

NOW, THEREFORE BE IT RESOLVED, that the parties agree as follows for the period January 1, 2012 through December 31, 2013:

1. The City will offer a medical plan through Medica Insurance Company ("Medica"). Employees can elect to enroll in one of three provider networks. Medica Elect and Medica Essential are managed care models and Medica Choice is an open access model.

2. Effective January 1, 2012, the monthly premium for family medical coverage will equal 3.2 times the premium for single medical coverage. Effective January 1, 2013, the monthly premium for family medical coverage will equal 2.8 times the premium for single medical coverage.

3. Effective January 1, 2012, Medica will establish a dual medical premium system that will provide wellness program incentives. The monthly medical premiums for subscribers who complete the required wellness program by August 31 of the preceding year (the "completer premiums") will be lower than the premiums for subscribers who do not complete the required wellness program (the "non-completer premiums"). The required wellness program will consist of the following components of the My Health Rewards by Medica ^{SM} program: health assessment, eight health topics and goals and the completion of two phone calls with a Medica health coach, if the employee received an invitation to health coaching.

4. Monthly employee medical contributions for 2012 and 2013 will be determined as follows:

    a. For employees who complete the required wellness program by August 31 of the preceding calendar year and who enroll in the Medica Elect or the Medica Essential network, monthly medical plan contributions will increase over monthly medical plan contributions in effect

for the previous calendar year by a percentage equal to one-half of the overall medical premium increase percentage.

b. For employees who complete the required wellness program by August 31 of the preceding calendar year and who enroll in the Medica Choice network effective, monthly medical plan contributions will increase over monthly medical plan contributions in effect for the previous calendar year by a percentage equal to the overall medical premium increase percentage.

c. For employees who do not complete the required wellness program by August 31 of the preceding calendar year, monthly medical plan contributions will equal the difference between the non-completer premiums, as determined by Medica, and the City's contributions towards the premiums for employees who complete the required wellness program. However, such difference in the employee portion of the premium payable by non-completers relative to completers shall not exceed $30 per month for single coverage or $100 per month for family coverage.

d. Upon becoming eligible for health insurance coverage, newly enrolled employees shall initially pay the same employee contribution toward monthly premium as is payable by employees who do not complete the wellness program requirements. If the newly enrolled employee completes the wellness program requirements within 60 days of becoming eligible for health insurance coverage, the employee's portion of the monthly premium will be reduced to the employee contribution amount payable by employees who complete the wellness program requirements. Such reduction shall be effective the first of the month following the 60-day deadline and shall remain in effect for the plan year in which the employee was enrolled and for the following plan year. Thereafter the employee must satisfy the wellness program requirements applicable with regard to subsequent plan years. If the newly enrolled employee does not complete the wellness program requirements within 60 calendar days of the commencement of his/her coverage, the employee's portion of the monthly premium will continue at the "non-completer" amount and shall remain at that level for the remainder of the year in which he/she was enrolled and until the beginning of a subsequent plan year for which the employee did satisfy the wellness program requirements applicable to such subsequent plan year.

5. The City will continue the Health Reimbursement Arrangement ("the Plan") which was established January 1, 2004 to provide reimbursement of eligible health expenses for participating employees, their spouse and other eligible dependents; and the Voluntary Employees' Beneficiary Association Trust (the "Trust") through which the Plan is funded.

6. The Plan shall be administered by the City or, at the City's discretion, a third party administrator.

7. The City shall designate a Trustee for the Trust. Such Trustee shall be authorized to hold and invest assets of the Trust and to make payments on instructions from the City or, at the City's discretion, from a third party administrator in accordance with the conditions contained in the Plan. Representatives of the City and up to three representatives selected by the Minneapolis Board of Business Agents shall constitute the VEBA Investment Committee which shall meet not less than annually to review the assets and investment options for the Trust.

8. The City shall pay administration fees for Plan members who are current employees and other expenses pursuant to the terms of the Plan. Plan members who have separated from service will be charged an administration fee of $1.50 per month beginning the January 1st of the calendar year following the year in which they experience a one year break in service.

9. The City will make a contribution to the Plan in the annual amount of $1,080.00 for employees who elect single coverage and $2,280.00 for employees who elect family coverage in the City of Minneapolis Medical Plan. Such City contribution shall be made in monthly installments equal to one-twelfth (1/12) of the designated amount and shall be considered to be contract value in the designated amount.

   In the event of a forfeiture required pursuant to Section 5.5(b) of the Plan, following the death of a member who has no surviving spouse or qualified dependents, the amount forfeited will be divided evenly among the Plan accounts of members of the bargaining unit to which the deceased member last belonged. The amount to be forfeited will be calculated as of the date claims for reimbursement is no longer timely pursuant to terms of the Plan. For purposes of eligibility to receive such forfeited amount, bargaining unit membership will be determined on the date such forfeiture is distributed.

10. The Parties agree that, except for City contributions to the Plan or other negotiated payments to a tax-qualified health savings account, incentives, discounts or special payments provided to medical plan members that are not made to reimburse the member or his/her health care provider for health care services covered under the medical plan (e.g. incentives to use health club memberships or take health risk assessments) are not benefits for the purposes of calculating aggregate value of benefits pursuant to Minn. Stat. § 471.6161, Subd. 5.

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FOR THE CITY OF MINNEAPOLIS:

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Timothy O. Giles Date
Director, Employee Services

FOR THE UNION:

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Laura L. Spartz Date
Labor Counsel
MFA